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V—GOVERNMENT BILLS—*cont.*

(2) THE MADRAS BUILDINGS (LEASE AND REUT COUTROL) BILL, 1959 (L.A. BILL NO. 20 OF 1959)—*cont.*

MR. SPEAKER: Now we shall take up clause-by-clause consideration of the Madras Buildings (Lease and Rent Control) Bill, 1959.

Clause 2

MR. SPEAKER: The motion is—

'That clause 2 do stand part of the Bill.'

THE HON. SRI V. RAMAIAH: Sir, I move—

(i) in sub-clause (2)—

(*a*) for the words "for residential purposes only" substitute the words "for residential or non-residential purposes;"

(*b*) omit the Explanation.

(ii) in sub-clause (8), *add* the following at the end, viz.,

"or a person to whom the collection of rents or fees in a public market, cart-stand or slaughter-house or of rents for shops has been farmed out or leased by a municipal council or district board or the Corporation of Madras." '

SRI V. SANKARAN: Sir, I move the following amendment:—

'In definition (6), delete the Explanation.'

SRI T. SAMPATH: Sir, I second the amendment.

SRI V. SANKARAN. Sir, I move the following amendment:—

'In definition (8), add at the end the words "or a sub-tenant or his heirs".'

SRI T. SAMPATH: Sir, I second the amendment.

SRI S. LAZAR: Sir, I move the following amendment:—

'For definition (1), substitute the following:—

"(1) 'authorised officer' means any person appointed to perform the functions of authorized officer under this Act".'

SRI B. K. LINGA GOWDER: Sir, I second the amendment.

SRI S. LAZAR: Sir, I move the following amendment:—

'In definition (6), *add* at the end the following:—

"but does not include a person who manages the building of some one else and collects rent thereof." '

SRI B. K. LINGA GOWDER: Sir, I second the amendment.

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SRI S. LAZAR : Sir, I move the following amendment :—

' For definition (7), substitute the following :—

" (7) 'repairs' means the restoration of a building to a sound or good state after decay or injury and includes additions, improvements or alterations necessary to carry out such restoration." '

SRI B. K. LINGA GOWDER : Sir, I second the amendment.

MR. SPEAKER : Now the clause and the amendments are before the House for discussion.

SRI V. SANKARAN : இந்தப் பிரிவின் பேரில் நான் இரண்டு அமெண்ட்மெண்ட்ஸ் கொடுத்திருக்கிறேன். கிளாஸ் 2-ல், டெபனிஷன் 6-ல் உள்ள எக்ஸ்ப்ளனேஷனை எடுத்து விட வேண்டுமென்று ஒரு திருத்தம், 88-வது திருத்தம், கொடுத்திருக்கிறேன். கிளாஸ் 2, டெபனிஷன் 6-ல் உள்ள எக்ஸ்ப்ளனேஷனில் என்ன சொல்லப் பட்டிருக்கிறதென்றால், "a tenant who sub-lets shall be deemed to be a landlord within the meaning of this Act in relation to the sub-tenant" என்றிருக்கிறது. பொதுவாக ஸப்-டெனென்ட்ஸுக்கு அனுகூலம் கொடுக்கக் கூடாது. ஸப்-லெட் செய்கிற டெனென்ட், "shall be deemed to be a landlord . . ." என்றிருப்பது கூடாது. கல்ட்டிவேட்டிங் டெனென்ட்ஸ் ப்ரொடெக்ஷன் ஆக்டிலும் இப்படித்தான் இருக்கிறது.

உதாரணமாக ஸிட்டி டெனென்ட்ஸ் ப்ரோட்டெக்ஷன் ஆக்டில் காலி இடம் சம்பந்தமாக சொல்லப்பட்டிருப்பதில் "will not include sub-tenant" என்று திட்டவட்டமாகப் போடப்பட்டிருக்கிறது. அதே போன்று இதிலும் "சப்-லீஸ்" சம்பந்தமாக எந்த விதமான அனுகூலமும் கொடுக்கக்கூடாது. செக்ஷன் பத்து என்பதை எடுத்துக்கொண்டால் "சப்-லீஸ்"-க்கு 1945-க்குப் பின்னால் வழிவகை செய்யப்பட்டிருக்கிறது. அதோடு 1945-க்கு முன்னால் இருந்தால் அவர்களை வெளியேற்ற முடியாது என்கிற வகையில் அமைந்திருக்கிறது. 1945-க்கு முன்னால் இருந்தாலும் கூட "சப்-லீஸ்"-க்கு கொடுக்கப்பட்டிருக்குமிடங்கள் போக பாக்கியுள்ள இடங்கள் "டைரக்ட் டெனென்ஸி"-யாக இருக்கவேண்டும் என்பதற்குத் திருத்தம் கொடுத்திருக்கிறேன். ஸிட்டி டெனென்ட்ஸ் ப்ரொட்டெக்ஷன் ஆக்டில் இதற்கான விளக்கம் கொடுக்கப்பட்டிருக்கிறது. அந்த முறையில் இதை மாற்றி அமைக்கத் தக்க விதத்தில் திருத்தங்கள் கொடுத்திருக்கிறேன். அதேபோன்றுதான் 89-ல் டெனன்ட் என்று குறிப்பிட்டிருப்பதை எடுத்துக்கொண்டால் "does not include sub-tenant or his heris" என்று சொல்லப்பட்டிருக்கிறது. அதிலும் "சப்-லீஸ்"-க்கு அனுகூலம்கள் இருக்கக்கூடாது. என்று திருத்தம் கொடுத்திருக்கிறேன். அதையும் சர்க்கார் ஏற்றுக்கொள்ளவேண்டும் என்று கேட்டுக்கொள்கிறேன், ஏற்றுக்கொள்ளவில்லையென்றால் வாபஸ் பெற்றுக்கொள்கிறேன்.

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SRI S. LAZAR: Mr. Speaker, Sir, Clause 2 deals with definitions of certain expressions in this Bill. I have moved certain amendments with respect to three terms. The first amendment relates to the term "Authorised Officer". This word was not defined separately in the original Act which is now in force. But I welcome this change to define the term separately under the definition clause. It is stated in Clause 2 of the Bill as follows: "'Authorised Officer' means any officer authorised by the Government under sub-section (1) of section 3". In Clause 3 of the Bill in (1) (*a*) (i) and (1) (*a*) (ii) we find the words "the officer authorised in that behalf by the Government". The powers conferred on this officer are found not only in sub-clause (i) of Clause 3 but in other sub-clauses also. But an "Authorised Officer' is one authorised by Government under sub-clause (1) of Clause 3. Therefore I have suggested that just as we have got definition of the word, "Controller" as any person appointed to perform the functions of Controller under this Act, we could have a similar definition for the term "authorised officer". I have suggested that the definition of the term "authorised officer" may be put as any person appointed to perform the functions of authorised officer under this Act. This is suggested so that we may have uniform application of this definition right through the Act. If this definition as amended by me is not accepted there may not be much repercussion but the wording does not look all right. It may be the functions of the authorised officer as defined in sub-clause (1) of Clause 3 are different from those found in other sub-clauses. Therefore I have suggested that the word "authorised officer" may be amended in a better way so as to avoid confusion.

The next amendment of mine relates to the term "landlord" in sub-clause (6) of Clause 2. The definition as it now stands is very comprehensive. It is wide enough to include even ordinary managers who just go about collecting rent on behalf of the landlord. This is not the observation of mine but it has been observed so by a Bench of the Madras High Court. They have stated that this definition is very wide enough so as to include even ordinary managers. I am positive that the motive and object of this Bill is not to make even ordinary managers of properties of landlords, as landlords. That is why I have suggested that the following words might be added at the end, viz., "but does not include a person who manages the building of someone else and collects rent thereof". These are the very words found in the particular judgment of the High Court.

Lastly, I have suggested that the definition of the word "repairs" may be re-drafted so that there may not be too many double negatives. The meaning is almost the same but in order that the expression may be easily understood I have suggested the following definition for the word "repairs", viz., "'repairs' means the restoration of a building to a sound or good state after decay or injury and includes additions, improvements or altera-

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tions necessary to carry out such restoration ". Because there are too many double negatives in the present definition I have suggested the present amendment to alter it in a more positive manner. I submit that these amendments of mine may be accepted by Government.

THE HON. SRI C. SUBRAMANIAM: With reference to the definition of the word " landlord " Sri Lazar made out a point that it would not include one who manages the building of someone else and only collects the rent. This would mean that we are negativing the definition already given, viz., landlord includes the person who is receiving or is entitled to receive the rent of a building whether on his own account or on behalf of another or on behalf of himself and others or as an agent, trustee, executor, administrator, etc. If the manager is acting as an agent of landlord then he comes under the definition. I do not understand the necessity to immediately negative the definition we have already given to the term " landlord ". If we say that managers would not be included as suggested by Sri Lazar then we have to recast the definition. Otherwise it would go against the present definition given in the Bill. Therefore I do not think we can accept Sri Lazar's amendment.

SRI S. LAZAR: If that is the intention of Government they should specifically state that. If the explanation given by the Hon. Minister is accepted then it would mean that the term " landlord " would include managers also. But, Sir, it has been held by the High Court in 1957 (2 M.L.J.), that the term " landlord " shall not include the manager. That is why I have stated that a manager who collects rent should be specifically excluded from the definition of the word " landlord ". If it is the intention of Government to include the manager also, then they must specifically include it.

THE HON. SRI C. SUBRAMANIAM: There is no question of including manager. The question is whether he is acting as agent or is not. If he is acting as an agent of landlord then he comes under the definition 6 as given in the Bill. But if he is an employee, one of the clerical staff of the landlord, certainly he won't come under the definition of " landlord ". Our intention is whoever is acting on behalf of another person as an " agent " he should be included but not if he is an employee of the landlord. That is why we have made this definition. We won't call the employee of the landlord as " landlord " under definition 6. But if he is entitled to function as an " agent " of the landlord, then he comes under the definition " landlord " as given in the Bill. If the Courts were to examine the definition as given in sub-clause 6 then they will have to take the relative facts and circumstances of the case, viz., whether he functions as an " agent " of the landlord or merely as an employee of the landlord. As I have already stated, our intention is that if a person acts as an " agent " of the landlord then he comes under the definition of the term " landlord " for the purpose of this Bill. The judgment

of the Court referred to by Sri Lazar might be with reference to a particular case. We will have to take into consideration the facts of that case. So far as the present definition is concerned we make it clear that our intention is that if one acts as an agent of the landlord he will have to be considered as "landlord". Otherwise not. Hence I submit the present definition might stand as it is.

MR. SPEAKER: Is there any difference between manager and agent?

THE HON. SRI C. SUBRAMANIAM: There can be managers who are agents and who could not be agents. That is why we have made the distinction in the definition. If he functions as an "agent" of landlord he is included in the definition. I do not think we should confuse ourselves now with the rights of agents. The present definition is quite all right. I do not know why we should change that definition which has stood the test of judicial scrutiny.

Next we come to the term "authorised officer". Authorised officer means any officer authorised by the Government under sub-clause (1) of Clause 3. Because of the fact that "notice of vacancy" has to be reported in writing to the "officer authorised in that behalf by Government" and that comes under sub-clause (1) of Clause 3 we have defined that officer coming under sub-clause (1) of Clause 3 as "authorised officer". That is why we have limited it to sub-clause (1) of Clause 3.

SRI S. LAZAR: Under sub-clause (2), Sir, in the proviso it will be found as follows:—

"Provided that where the tenant obtains written permission from the authorized officer, . . ."

Under sub-clause (5) it will be found as follows:—

"If the building is required for occupation . . . in good tenantable repairs and conditions to the authorized officer, or to the allottee, named by the authorized officer . . . by the Controller."

THE HON. SRI C. SUBRAMANIAM: Some authorized officer is to function under all the provisions. Therefore if any other new authorised officer comes into existence he will come under sub-clauses (2), (3) and (5). Therefore it covers all the cases.

The amendments of Sri V. Sankaran and Sri S. Lazar were by leave withdrawn.

MR. SPEAKER: The question is—

'(i) in sub-clause (2)—

(*a*) for the words "for residential purposes only", *substitute* the words "for residential or non residential purposes";

(*b*) *omit* the Explanation;

(ii) in sub clause (8), *add* the following at the end, viz.—

" or a person to whom the collection of rents or fees in a public market, cart-stand or slaughter-house or of rents for shops has been farmed out or leased by a municipal council or district board or the Corporation of Madras." '

The amendment was put and carried.

The clause, as amended, was put and carried.

Clause 3.

MR. SPEAKER : The motion is—

" That Clause 3 do stand part of the Bill."

THE HON. SRI V. RAMAIAH : Sir, I move—

' (i) in sub clause (1) (*a*), for Explanation I, *substitute* the following, namely :—

" *Explanation I.*—A landlord who, having obtained possession—

(i) of a residential building under sub-section (3) of section 10 lets the whole of it to a tenant; or

(ii) of a non-residential building under sub-section (3) of section 10 lets the whole or part of it to a tenant shall be deemed to have failed to give notice under this section." '

(ii) In sub-clause (3), for the words " the building is required for the occupation of any officer of the State or Central Government ", substitute the words " the building is required for the purposes of the State or Central Government or of any local authority or of any public institution under the control of any such Government or for the occupation of any officer of such Government," ;

(iii) in sub-clause (4), after the words " is not required ", insert the words " for the purposes, or " ;

(iv) in sub-clause (5), after the words " is required " wherever they occur, insert the words " for any of the purposes, or " ;

(v) in sub-clause (6), after the words " in the case of a ", insert the word " residential " ;

(vi) in sub-clause (8), in items (*c*) and (*e*), for the word " building " wherever it occurs, substitute the words " residential building " ;

(vii) in sub-clause (9), in item (*b*), after the words "empowered under ", insert the words, brackets and figure " sub-clause (i) of " ;

(viii) in sub-clause (10)—

(*a*) in item (*a*), for the word " building ", substitute the words " residential building " ;

(*b*) re-letter existing items (*b*) and (*c*) as items (*c*) and (*d*) respectively and before item (*c*) as so re-lettered, insert the following item, namely :—

" (*b*) to a non-residential building, the monthly rent of which does not exceed fifty rupees; or ";

(*c*) in item (*c*) as so re-lettered, for the words " a building " substitute the words " a residential building " and for the words " the building ", substitute the words " such building ";

(*d*) in the Explanation, for the brackets and letter " (*b*) ", substitute the brackets and letter " (*c*) ".

SRI N. K. PALANISAMI : Sir, I move—

" In sub-clause (1) (ii), for the words ' the building becomes vacant, by his ceasing to occupy it or by the termination of his tenancy ", substitute the words ' delivering vacant possession '."

" In the explanation to sub-clause (1) (ii) after the words ' lets the whole ', insert the words ' or part '."

" In the explanation (2) of sub-clause (1), after the words ' the whole ', wherever they occur, insert the words ' or part '."

" In sub-clause (10) (*a*), for the words ' 25 rupees ', substitute the words ' 15 rupees '."

In sub-clause (10), delete item (*b*) and re-number item (*c*) as item (*b*).

The amendments were duly seconded.

SRI V. SANKARAN : Sir, I move—

" In sub-clause (1) (*a*) (ii), delete the explanation II "

The amendment was duly seconded.

SRI S. LAZAR :

In sub-clause (1) (*a*) (i), after item ' D ', add the following as item ' E ' :

" (E) or by any other reason."

In sub-clause (1), for Explanation I, substitute the following :

Explanation.—" A landlord who, having obtained the possession of a building under sub-section (3) of section 10 or by any instrument *inter vivos*, lets the whole of it to a tenant, shall be deemed to have failed to give notice under this section."

In sub-clause (1) (*a*), in Explanation II, delete item (ii).

In sub-clause (2), for the proviso, substitute the following :

" Provided that where the tenant obtains written permission from the authorized officer before the expiry of the three months aforesaid to re-occupy the building within a period of six months, this sub-section shall have effect as if for the period of three months specified therein a period of three months were substituted."

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In the Explanation to sub-clause (2), delete the words beginning from "after giving due notice to the authorized officer . . ." and ending with "the provisions of this section".

In sub-clause (3), delete the words "Government or" and "do or".

In sub-clause (5), delete the second proviso.

In sub-clause (5), in the Explanation, for the words "of his occupation", substitute the words "of his tenancy".

In sub-clause (5), in the second proviso to the Explanation, delete the word "also" occurring after the words "the landlord is".

The amendments were duly seconded.

SRI V. SANKARAN: Sir, I move—

In sub-clause (8) (*e*) (ii), add at the end the words, "where the authorized officer or Government have refused permission under clause (*c*) or (*d*), as the case may be".

The amendment was duly seconded.

SRI S. LAZAR: I move—

In sub-clause (8) (*d*), for the word "Government", wherever they occur, substitute the words "District Collector".

In sub-clause (8) (*e*) (ii) for the word "Government" substitute the words "District Collector".

In sub-clause (9) (*a*) (ii), in the proviso, for the words "one week's", substitute the words "seven days'".

In sub-clause (9) (*b*), after the words "under clause (*a*), he may", insert the words "during day time".

In sub-clause (10) (*c*), after the words "occupation of", insert the words "his or".

The amendments were duly seconded.

SRI V. SANKARAN: Sir, I move—

In sub-clause (10) (*c*), after the words "or not", insert the words "or any public religious charitable educational institution".

The amendment was duly seconded.

MR. SPEAKER: Clause 3 and the amendments are before the House for discussion.

SRI N. K. PALANISAMI: ஒரு டெனன்ட் வீட்டைக் காலி செய்யும்போது நோட்டீஸ் கொடுக்க வேண்டுமென்று குறிப்பிடப்பட்டிருக்கிறது. அப்படிக் காலி செய்யவில்லையென்றால் என்ன செய்வது என்று "பெனல்டி" க்ளாஸ் இல்லை. திடீரென்று வீட்டைக் காலிசெய்து விட்டு எங்கோ போகக் கூடியவருக்கு நோட்டீஸ் கொடுக்க வேண்டுமென்று சொல்வது அவ்வளவு சரியாக இல்லையென்று சொல்ல ஆசைப்படுகிறேன். 10-30 a.m.

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அடுத்தபடியாக, ஒரு வீட்டுக்காரர் அவருடைய வீட்டில் ஒரு ரூமை தனக்கு வைத்துக் கொண்டு பாக்கி எல்லாவற்றையும் வாடகைக்கு விட்டால் "நோடிஃபை" பண்ணவேண்டிய தில்லையென்று அர்த்தமாகிறது. ஒரு வீட்டில் ஒரு ரூமைக் கொடுத்தாலும் சரி, இரண்டு ரூமை வாடகைக்கு கொடுத் தாலும் சரி, நோடிஃபிகேஷன் வரவேண்டுமென்பதுதான் என்னுடைய திருத்தம்.

அடுத்தபடியாக, சப்-க்ளாஸ் (10)-ஐப் பார்த்தால், 25 ரூபாய்க்கு மேற்பட்டவற்றைத்தான் "நோடிஃபை" செய்ய வேண்டுமென்றிருக்கிறது. அதற்குக் கீழாக இருப்பவற்றை "நோடிஃபை" செய்யவேண்டியதில்லையென்று இருக்கிறது. உதாரணமாக, 25 ரூபாய்க்குக் குறைவாக ஒரு கடைக்காரருக்கு வாடகைக்கு விடலாம். சிறிது காலத்தில் அந்த கடைக்கான வாடகையை அதிகமாக்க முடியும். 25 ரூபாய் என்ற நிர்ணயத் திற்குப் பதிலாக குறைந்தது 15 ரூபாய்க்கு மேற்பட்டவற்றையும் "நோடிஃபை" பண்ணவேண்டுமென்பதுதான் என்னுடைய திருத்தம்.

Sri V. SANKARAN: என்னுடைய 96-வது திருத்தத்தில் எக்ஸ்ப்ளனேஷன் 2-ஐ எடுத்துவிட வேண்டுமென்று சொல்லி யிருந்தேன். தவறுதலாக "எக்ஸ்ப்ளனேஷன்" என்று போடப் பட்டிருக்கிறது. இது கனம் சபாநாயகர் அவர்களுடைய கவனத்திற்கும் கொண்டு வரப்பட்டிருக்கிறது. எக்ஸ்ப்ள னேஷன் 1-ஐப் படித்தால் "Explanation I.—A landlord who, having obtaine possession of a building under sub-section (3) of Section 10, lets the whole.......of it to a tenant shall be deemed to have failed to give notice under this section". என்று இருக்கிறது.

"*Explanation II.*—A buyer—

(i) who having obtained vacant possession of a building in pursuance of a sale of such building, lets the whole of it to a tenant, or allows the whole of it to be occupied by any person; or

(ii) who, without obtaining such vacant possession allows the seller to occupy the whole of the building, shall be deemed to have failed to give notice under this section." என்று இருக்கிறது.

Mr. SPEAKER: Hon. Members may kindly note that correction has been made in the list of amendments circulated.

Sri V. SANKARAN: எக்ஸ்ப்ளனேஷன்—2 "பையர்" சம்பந்தமானது. வீட்டை வாங்கினால் அவனுக்கும் "லயபிலிடி" இருக்கும். வீட்டை வாங்கினவன் வீடு முழுவதை யும் விற்றவனே உபயோகப்படுத்தும்படி விட்டு வைத்திருந்தால் "shall be deemed to have failed to give notice under this section" என்று இருக்கிறது. என்ன காரணத்திற்காக அந்த "எக்ஸ்ப்ள னேஷன்" இருக்கிறது என்று புரியவில்லை. "பையர்" என்று சொல்லும்போது "லாண்ட் லார்டு"-க்கு என்னென்ன "ரைட்ஸ் அண்டு லயபிலிடிஸ்" இருக்கின்றனவோ அவை

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அப்படியே "பையருக்கு" வந்து விடுகின்றன. இதில் தனியாக ஒரு "லயபிலிடி" போடுவது போல் தனி செக்ஷன் இருக்கிறது. இதில் தனியாக "பையர்" என்பதற்கு ஒரு ஷரத்து போட வேண்டிய அவசியமில்லையென்பது என்னுடைய கருத்து. என்ன அர்த்தத்தில் இது போடப்பட்டிருக்கிறது என்பது புரியவில்லை. அதற்கான விளக்கத்தைக் கொடுக்கவேண்டுமென்று கேட்டுக் கொள்ளுகிறேன். வாங்கியவன் "பொஸெஷனை" எடுத்துக் கொள்ளாமல் விற்றவனையே அங்கே இருக்க அனுமதித்தால் ஒரு "ஸ்ட்ரேஞ்சரை அலவ்" பண்ணுவது மாதிரித்தான் அர்த்தம்.

அடுத்தபடியாக, க்ளாஸ் 3, சப்-கிளாஸ் (8)-ன் நோக்கம் என்ன? ஒரு வீட்டுச் சொந்தக்காரன் இரண்டு அல்லது மேற்பட்ட வீடுகள் வைத்துக்கொண்டிருந்தால் அதிலே தனக்கு என்று ஒரு வீடு எடுத்துக் கொண்டு மற்றவற்றை யாருக்காவது சொந்தக்காரருக்கோ, தங்களால் காப்பாற்றப்படுகின்றவர்களுக்கோ கொடுக்கவேண்டுமென்றால் அதற்கும் நோட்டீஸ் கொடுக்கலாம் என்று சொல்லப்பட்டிருக்கிறது. சப்-க்ளாஸ் (8) (பி)-ஐப் பார்த்தால் இது தெரியும். அதைப் பற்றி "ஆதரைஸ்டு ஆபீசர்" விசாரணை செய்து உண்மையில் அவருடைய சொந்தக்காரருக்கு வேண்டுமென்றால் அதற்கு எடுத்துக் கொள்ள அனுமதிக்கலாம். அது சரியில்லையென்று அனுமதிக்காவிட்டால் அப்பீல் செய்ய இடம் இருக்கிறது. அந்த "அப்பெல்லெட் அத்தாரிட்டி" கூட எடுக்கலாமா, கூடாதா என்பது பற்றிச் சொல்லப்பட்டிருக்கிறது. ஸப்-க்ளாஸ் (8) (ஏ)-ன் கீழ் தனக்கு வீடு வேண்டுமென்று சொல்லும்போது, செக்ஷன் 3 (1)-லே உள்ள நோட்டீசாகக் கருதப்படவேண்டுமென்று ஸப்-க்ளாஸ் (8) (ஈ) (1)-ல் சொல்லப்பட்டிருக்கிறது.

MR. SPEAKER: The hon. Member is just coming to the point.

SRI V. SANKARAN: அவ்வளவு விளக்கம் சொல்லவேண்டியிருக்கிறது. ஸப்-க்ளாஸ் (8) (ஈ) (ii)-ன்படி எடுத்துக் கொள்ளும்போதும், செக்ஷன் 3-ல் கொடுக்கும் நோட்டீசாக வைத்துக்கொள்ளவேண்டுமென்று சொல்லப்பட்டிருக்கிறது. என்னுடைய திருத்தத்தின் நோக்கம், அந்த ஆதரைஸ்டு ஆபீசரோ மேற்கொண்டு அப்பெல்லேட் அதாரிடியோ அனுமதி கொடுக்க மறுத்தால், அப்பொழுது செக்ஷன் 3-ன்கீழ் கொடுத்த நோட்டீசாக எடுத்துக்கொள்ள வேண்டும் என்பது. ஸப்-க்ளாஸ் (5)-ன்படி அந்த ஆபீசரோ, அப்பெல்லேட் அதாரிடியோ, மற்ற பேர்களோ எடுத்துக்கொள்ள அனுமதி கொடுக்க மறுக்கும் பட்சத்தில் (8) (பி)-ல் உள்ள நோட்டீசை செக்ஷன் 3 நோட்டீசாக வைத்துக்கொள்ள வேண்டும். என்னுடைய திருத்தம். In sub-clause (8) (e) (ii), add at the end of the words, "where the authorised officer or Government have refused permission under clause (c) or (d) as the case may be", என்று இருக்கிறது. இம்மாதிரி ஒரு சந்தர்ப்பத்தில் செக்ஷன் 3-ன்படியுள்ள

நோட்டீசாக எடுத்துக் கொள்ளலாம். மறுக்காவிட்டால், செக்ஷன் 3-ன் கீழுள்ள நோட்டீசாக எடுத்துக்கொள்ள முடியாது. அனுமதி கொடுத்துவிட்டால் கேள்வியே வராது. அந்தக் கண்டீஷனைச் சேர்த்தால் நன்றாக இருக்கும். ஸப்-கிளாஸ் (10) (ஸி)-ல் "Nothing contained in this section shall apply to any buildings in the same city, town or village, owned by any company, association or firm, whether incorporated or not, and *bona fide* intended solely for the ocoupation of its officers, servants or agents" என்று இருக்கிறது. அதோடு "or any public, religious, charitable educational institution". என்று சேர்த்தால் நன்றாக இருக்கும். அதுபோன்ற பொதுஸ்தாபனங்களில் அதன் ஆபீசர்கள், சர்வென்ட்ஸ் போன்றவர்களுக்கு க்வார்ட்டர்ஸாக வைத்துக் கொள்ளும் வகையில், செக்ஷன் 3-ன் கீழுள்ள நோட்டீசுக்கு விதிவிலக்கு கொடுத்தால் நன்றாக இருக்கும் என்பது என் திருத்தத்தின் நோக்கம். இந்த நல்ல திருத்தங்களை சர்க்கார் ஏற்றுக்கொள்ளும் என்று நினைக்கிறேன்.

SRI S. LAZAR : Sir, this Clause 3 deals exclusively with accommodation control. Under sub-clause (1) of this clause, the object of the Government is that every landlord should give intimation of his building having fallen vacant. Only certain circumstances have been narrated when the building becomes vacant My own impression is that it is not complete. There are also other circumstances when a building will fall vacant. If I understand the object of the Government correctly, they want that every building that falls vacant must come under the jurisdiction of the Accommodation Controller. If that is the object, then there are also other circumstances apart from the circumstances described in items (A), (B), (C) and (D) of this sub-clause when a building will fall vacant. I can give an illustration. Suppose my building which is now under the occupation of a close relative of mine falls vacant due to his transfer or some other reasons. Under the existing provision it is not necessary for me to intimate this vacancy. Sir, this is a provision which we do not find in the existing Act and I welcome it. I do not know why the Select Committee have removed it. My own suggestion is that this sub-clause must be amended at least in the form in which it originally stood. That is why I moved the following amendment :—

'In sub-clause (1) (2) (i), after item ('D'), add the following as item ('E'):

"(E) or by any other reason".

My next amendment runs as follows :—

'In sub-clause (1) for Explanation I, substitute the following :—

"*Explanation.*—A landlord who, having obtained the possession of a building under sub-section (3) of section 10 or by any instrument *inter vivos*, lets th whole of it to a tenant, shall be deemed to have failed to give notice under this section."'

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Here I am postulating a case where a building will fall vacant not only under the provision of sub-clause (3) of Clause 10 but also under other methods. In fact we have provided in some other place for a person who makes purchase of a building which he can take possession by giving three months' notice. When we have provided so, we must also provide for other circumstances when the house will fall vacant, viz., when a person makes purchase of a building which is also vacant. Naturally he may want to take possession of that building and he is also required under the existing provision of this Bill to give notice of such vacancy. Therefore, I have suggested in my amendment that not only cases where the building falls vacant under sub-clause (3) of section 10 but also cases where the building which falls vacant and comes into the possession of a particular landlord by any instrument *inter vivos*, should also be included in this clause.

THE HON. SRI C. SUBRAMANIAM : Will not the provisions of this Bill come into play with reference to a vacant house already?

SRI S. LAZAR : It does not.

THE HON. SRI C. SUBRAMANIAM : Why not?

SRI S. LAZAR : Because we have only stated that buildings which fall vacant under certain circumstances will have to be notified, viz., by his ceasing to occupy it, or by the termination of a tenancy or by the eviction of the tenant or where any such building has been requisitioned by the Government. But there are also cases where a building purchased would be vacant. . .

THE HON. SRI C. SUBRAMANIAM : Sir, we have got provision in this Bill to meet such cases where a person becomes the owner of more than one building. If he has purchased a building for his own occupation and if he owns more than one building, he has to give notice and provision is also made in this Bill for such cases. But if he owns no other house then it is not our intention to ask him to give notice to the Authorised Officer under sub-clause (8) (*a*).

SRI S. LAZAR : The Hon. Minister has referred to sub-clause (8) (*a*). Unfortunately this is a very peculiar circumstance because sub-clause (8) (*a*) will be made applicable only under certain circumstances. Even in the existing enactment this provision has been extended only to the City of Madras and not to mofussil centres. I am postulating a case where a building will fall vacant not only under sub-clause (3) of Clause 10 but under other circumstances. The Bill has been framed in such a manner that in certain special cases a man having more than two houses will be permitted to continue in occupation under sub-clause (8) (*a*). Under sub-clause (2) of Clause 3 where a tenant of a building puts another person in occupation thereof and does not re-occupy it within a period of three months, then on the expiry of such period,

the tenancy shall be deemed to have been terminated. This applies to any municipality including the City of Madras but *not* to the entire State. Sub-clause (2) of Clause 3 relates to any building in any municipality (including City of Madras) covered by sub-clause (2) (*b*) of Clause 1. I will read sub-clause (2) (*a*) and (*b*) of Clause 1. It reads as follows :

" (2) (*a*) This Act, except sub-sections (2) and (8) of section 3, shall apply to the City of Madras and to all municipalities constituted or deemed to have been constituted under the Madras District Municipalities Act, 1920 (Madras Act V of 1920) in the State :

Provided that the Government may by notification......... such date as may be mentioned in the notification.

(*b*) Sub-sections (2) and (8) of Section 3 shall apply to the City of Madras or any municipality constituted or deemed to have been constituted .... from such date as Government may by notification appoint."

My amendment seeks to include within the Explanation not only buildings which will fall vacant under sub-clause (3) of Clause 10 but those which will fall vacant under other circumstances, which I have indicated previously.

I shall now come to amendment moved by Sri Sankaran regarding deletion of Explanation II in sub-clause (1) (*a*) (ii). Item (ii) especially of Explanation II has absolutely no meaning. The object of the enactment is not to evict the tenant at all. Suppose I make a purchase of a building which is under the occupation of the owner. When I make a purchase of that building, if the existing provision is going to apply, I will have to evict the owner and give notice of the vacancy. But that is not the object of the enactment. A person who is the owner of a building before purchase, continues to live there as the tenant of the purchaser. So the original owner, who subsequently becomes a tenant, must also be evicted as per the existing provision. Such a thing will completely go against the very object of the present enactment. So I fully support the amendment of Mr. Sankaran. In fact that is the substance of my amendment requesting for the deletion of item (ii) of Explanation II.

Next I come to my amendment which reads as follows :

In sub-clause (2) for the proviso, substitute the following :

" Provided that where the tenant obtains written permission from the authorised officer before the expiry of the three months aforesaid to re-occupy the building within a period of six months, this sub-section shall have effect as if for the period of three months specified therein a period of three months were substituted."

There are cases when a building occupied by a tenant will have to be sub-let, i.e., when he goes for a hill station or on foreign tour which may be for a short period. If the sub-tenants want to lengthen the period they must take such permission from the Authorised Officer, viz., Accommodation Controller. I say that

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he must get the prior permission of the authorised officer *before* the expiry of three months. That is the substance of my amendment. If three months are allowed to expire without getting such a permission from the authorised officer, there may arise some conflicting position. The Bill says that he is entitled to sub-let his building for a period of three months. If he allows the three months to lapse and then makes an application to the authorised officer seeking his permission to extend the period to six months, what would be the position? We will be in an anamolous position. This permission to extend the period to six months should be obtained before the expiry of the first three months. If he applies after the first three months, that application should not be taken into consideration. That is the substance of my amendment. Hence I request that the same may be accepted.

THE HON. SRI C. SUBRAMANIAM: Where is it stated that he cannot apply before the period of three months? I do not think he cannot apply before the period of three months? I do not think the authorised officer?

SRI S. LAZAR: I will read the proviso as it stands:

"Provided where the tenant obtains written permission from the authorised officer to re-occupy the building within a period of six months, this sub-section shall have effect as if for the period of three months specified therein a period of six months were substituted."

There is no provision that he must get such permission before the expiry of the first three months. That is why I have moved my amendment.

THE HON. SRI C. SUBRAMANIAM: Sub-clause (2) says ordinarily three months would be given. That would be the effective period. If he gets an order for six months it is as if he got the order before the expiry of three months. Otherwise the original clause will come into operation.

SRI S. LAZAR: The argument of the Hon. Minister strengthens my point. When the Hon. Minister says that he must get permission before the expiry of three months, why not specifically state it like that in the Bill itself, where as at present worded there is doubt. The Clause as at present worded does not specifically convey what the Hon. Minister has said. He can get it even after three months. That is how it looks. My amendment only makes clear what the Hon. Minister has said now. When a particular difficulty of interpretation is there in a Bill which we are going to enact, it is better we rectify it rather than allow the doubt to continue. I am positive that the doubt is there. I want the Hon. Minister to accept my amendment so that the thing may be made specific that he has to obtain permission within the expiry of the first three months.

[Sri S. Lazar] [16th August 1960

Incidentally I may say there is an anamoly so far as sub-clause (2) is concerned. Under sub-clause (2) (ii) of Clause 10 a tenant could be evicted if he, after 23rd October 1945 without the written consent of the landlord transferred his right under the lease or sub-let the entire building or any portion thereof, if the lease does not confer on him any right to do so. This section enables
11-00 a.m. the landlord to pursue against the tenant to evict him for the reason that he was sub-letting the buliding. But at the same time it is stated under sub-clause 8 (*c*) ". . . make an order permitting the landlord to allow such member or dependant *as the case may be* . . ." These two are conflicting. It is therefore necessary under clause 10 to provide that only subject to the provision of sub-clause (2) under Clause 3, Clause 10 will operate. Otherwise while at one place we provide for possession when the tenant could allow it to sub-let for a period of three or six months as the case may be, in another place we take away the privilege of his right of transfer of lease to another person.

Then, Sir, my next amendment is this. In the explanation under sub-clause (2) at page 11 of the Report of the Select Committee it is stated that " this sub-section shall not apply where the building has been sub-let by a tenant entitled to do so after giving notice to the authorized officer under sub-section (1) and in conformity with the provision of that section ". I have suggested that the latter portion of the explanation, viz., " after giving due notice to the authorized officer . . ." may be deleted. What is contemplated under this explanation is where the building has been sub-let by the tenant entitled to do so, suppose the landlord leases his house to a tenant, there is also a term of contract between the parties. This explanation enables such a tenant to sub-let his building. That is the object. There is specific contract between the parties, i.e., the landlord and the tenant. When the tenant sub-lets a building, I do not see why we should insist upon the tenant giving notice to the Accommodation Controller for that will be complicating the procedure. I have, therefore, stated that this section will not apply where the tenant is entitled to do so. Therefore this explanation should read as " this section shall not apply where the building has been sub-let by a tenant entitled to do so " and the latter portion must be deleted.

Then under sub-clause (5) it is provided that whenever a building falls vacant, the landlord should give notice of vacancy to the authorized officer. The authorized officer, viz., the Accommodation Controller, might let this building to any officer of his choice. Here it is provided that if the building is required by the Government for occupation by any of the officers specified in sub-section (3), the landlord shall deliver possession of the building and the fixtures and fittings in or on the building, in good tenantable repairs and condition to the authorized officer or to the allottee named by the authorized officer, as the case may be, and the Government shall be deemed to be the tenant of the landlord, with retrospective effect from the date on which the authorized officer

received notice under sub-section (1) or sub-section (2), the terms of the tenancy being such as may be agreed upon between the landlord and the tenant and in default of an agreement, as may be determined by the Controller.

My next amendment is to sub-clause (3). Sub-clause (3) reads as follows :—

" If, within seven days of the receipt by the authorized officer or a notice under sub-section (1) or sub-section (2), the Government or the authorized officer do or does not intimate to the landlord in writing that the building is required . . . for the occupation of any officer of the State or Central Government, the landlord shall be at liberty to let the building to any tenant or to occupy it himself."

It is contemplated here that we must give notice of vacancy to the Accommodation Controller. Here it is stated that though we send notice to the Accommodation Controller, the Government also come into the picture and do the work of intimating the landlord in writing that the building is required and that they are making the allotment. I don't see why the Government should come into the picture at all. Therefore, I have stated that the whole matter might be left to the Accommodation Controller. After all, the Controller is an authorized officer of the Government and the Government could do anything through him. Therefore, I have suggested that in sub-clause (3) the words " Government or " and " do or " may be deleted.

THE HON. SRI C. SUBRAMANIAM : Are you pressing the amendment to the explanation to sub-clause (2)?

SRI S. LAZAR : That was what I was explaining. Because I have stated that when the terms of the contract are so specific that tenant should sub-let his building, I do not see why he should on occupation give notice to the Accommodation Controller, once over.

THE HON. SRI C. SUBRAMANIAM : Sub-letting is only between the tenant and the landlord. When he has got the right to sub-let he stands in the position of a landlord. Therefore, he has to give notice to the Controller, and he cannot give the building to anybody he likes. That is the position.

SRI S. LAZAR : My next amendment is that the second proviso to sub-clause (5), viz.,

" Provided further that where owing to any omission or act or obstructive or preventive tactics on the part of the landlord there has been delay in coming to a decision whether or not the building is required . . . for occupation . . . to the circumstances of each case."

may be deleted.

Because, Sir, in my humble opinion this will be against the very notions of jurisprudence. It is within the competence of any officer who comes to any decision of his own. He can take his own time to take any decision and not try to blame another. Here it is stated, if the Accommodation Controller is not able to come to a decision of his own because of the tactics played by the landlord or the owner of the building, it should be deemed to have been given effect to only from the date of the occupation by the tenant. The matter is exclusively within the mind or control of the authorized officer. For that, how the landlord can be made responsible, I am not able to understand. Therefore, I have suggested that this provision should be deleted because there are other provisions in this Act under which any man trying to put obstacles is sought to be punished. We have got penal provision also to deal with it. I do not see any reason why the landlord should also be made responsible for the authorized officer coming to a decision or not coming to a decision. It is not necessarily a matter which is within the competence of the landlord. He has absolutely nothing to do with the case and after all it is the authorized officer who has come to the conclusion whether there was any obstacle or not. For any default of the Accommodation Controller, he can just try to throw the blame on the landlord. Therefore, I have suggested that this sub-clause should be deleted.

THE HON. SRI C. SUBRAMANIAM : We have specifically put it. There is no question of delay due to the authorized officer of the Government. This clause will not apply to such cases.

SRI S. LAZAR : If the landlord puts any obstacles, he will be penalized under the other provisions of the Act. I do not see why he should be penalized again. Even the fundamental principle of jurisprudence is that a man cannot be punished or penalized twice for the same offence.

THE HON. SRI C. SUBRAMANIAM : Penal provisions are completely different. Here it is the question of paying rent from the date the Government would be liable to pay the rent. If the delay was due to obstructive tactics of the landlord, he cannot claim rent from the date of the notice of vacancy but can claim only from the date fixed by the authorized officer. I do not find any flaw in this.

SRI S. LAZAR : I am only trying to point out that this provision is likely to be abused by the authorized officer and he may just throw the entire blame on the landlord under some pretext or other.

My next amendment says—

'In sub-clause (5), in the Explanation, *for* the words " of his occupation ", *substitute* the words " of his tenancy ".'

The proviso to Explanation in sub-clause (5) says—

'Provided also that on the delivery of possession of the building, the allottee shall pay rent to the landlord proportionately for any part of the calendar month of his occupation, . . .'

16th August 1960] [Sri S. Lazar]

According to this sub-clause, date of occupation is one thing and the date of tenancy is another thing. The Government in such cases is deemed to be a tenant right from the date of notice received by the Accommodation Controller. But the Government saying that it will come into operation only from the date of occupation is rather highly conflicting. Therefore, I have suggested that for the words " of his occupation " the words " of his tenancy " may be inserted. If those words are inserted, I think it would be in conformity with the earlier provision of this Act. For instance, a Government officer may occupy a building at a later date, say after two or three weeks. In that case, is the landlord to be penalized? Therefore, I have suggested that it should be from the date of his tenancy.

. MR. SPEAKER : Is the hon. Member suggesting that the tenant should pay rent for the period when he did not occupy?

SRI S. LAZAR : Sir, in the earlier part of sub-clause (5), it is stated ' the Government shall be deemed to be the tenant of the landlord, with retrospective effect from the date on which the authorized officer received notice under sub-section (1) . . .'

The next amendment is a very small amendment. The second proviso to the Explanation says—

' Provided also that no structural alterations shall be made in the building, unless the consent of the landlord is also obtained therefor.'

I have suggested that the word ' also ' occurring in the proviso should be deleted because it makes no meaning. To make alteration in the building, the consent of the landlord should be obtained. Therefore, I do not see any necessity for the word ' also '.

The next amendment is to sub-clause (8) (*d*). It suggests that the word ' Government ' might be substituted for the words ' District Collector '. There may be a case where a landlord owning more than two or more buildings may desire that the second building or the third building should be allotted to a dependent of his. But if the Accommodation Controller thinks that it is not a fair demand and allots the house to a different person, then to meet such a contingency an appeal is provided for. Under the existing provisions of the Act, the appeal lies before the Government. What I am trying to point out is that for each and every case, a person in the mufassal has to approach the Government for getting relief. Therefore, I have suggested in my amendment that in the case of mufassal an appeal should go to the District Collector and in the case of the Madras City, perhaps the Government. Otherwise, for each and every case, one will have to go to the Government and that will be an expensive affair. We have pointed out that in matters of this kind, justice must be fair and cheap. Even in a legislation concerning tenancy, etc., we provided that revision should go to the High Court. Even there every affected person has to go to the High Court to have a remedy. So, here I am suggesting that the remedy may be made available in the local area, viz., District

Collector in the case of mufassal and perhaps the Government in the case of the City of Madras.

SRI V. K. RAMASWAMY MUDALIYAR : Sir, I want a clarification from the hon. Member. Does the hon. Member suggest a second appeal against the order of the Collector?

SRI S. LAZAR : I do not suggest that.

Here it is provided that the appeal lies to the Government. I suggest that so far as towns and major panchayats in the mufassal are concerned, the appeal must lie before the District Collector or even at a lower level and one should not be asked to go to the Government for each and every case.

My next amendment is a consequential one. Here also I want that the word ' Government ' occurring in sub-clause 8 (*e*) (ii) should be substituted by the words ' District Collector '.

Then the next amendment is a very small one and I do not think that there may be any objection on the part of the Government because I have suggested that for the words ' one week ', the words ' seven days ' may be substituted. Sir, in any legislation there must be some uniformity. I can point out a number of Acts where the words ' seven days ' have been used to denote ' one week '. When such is the case, I do not know why the words ' one week ' are used here.

THE HON. SRI C. SUBRAMANIAM : Is there any difference between ' one week ' and ' seven days '?

SRI S. LAZAR : So far as my knowledge goes, there is not much of a difference but according to the Limitation Act, seven days mean one week. Anyway, I shall leave the matter to the Government for consideration.

In sub-clause (9) (*b*) of clause 8 it is stated as follows :—

" If free access to the building is not afforded to the officer empowered under clause (*a*), he may, after giving reasonable warning and facility to withdraw to any woman not appearing in public according to the customs of the country, remove or open any lock or bolt or break open any door or do any other act necessary for effecting such dispossession."

If the landlord does not vacate the building even after the notice has been issued to him by the Accommodation Controller, provision is made here for the purpose of taking forcible possession. The forcible entry should not be made during any time so as to disturb the occupants of the house. It may be made during daytime. That is why I have said that in sub-clause (9) (*b*) after the words " under clause (*a*), he may ", the words " during daytime " may be inserted. That is my very small suggestion.

16th August 1960] [Sri S. Lazar]

Sub-clause (10) (*c*) states as follows :—

" Nothing contained in this section shall apply to any building or buildings in the same city, town or village, owned by any company, association or firm, whether incorporated or not, and *bona fide* intended solely for the occupation of its officers, servants or agents." There are three cases in which clause 3 shall not apply. It will not apply (1) to a building, the monthly rent of which does not exceed twenty-five rupees, (2) to a building a part only of which is occupied by the full owner and the whole or any portion of the remaining part of the building is let to any tenant and (3) to buildings in the same city, town or village owned by any company, association or firm and *bona fide* intended for the occupation of its officers, servants or agents. I say, Sir, it may not be extended only to officers, servants and agents of company, association, etc., but to individual persons also. If big companies have officers clerks, etc., there are individuals who are running big business on their own account. In the case of such individuals why can't they be allowed to construct houses for their *bona fide* use and the same building exempted from clause 3? What is allowed for buildings intended for *bona fide* use of a company's officers, etc., should be allowed for individual persons also. That is what I state.

MR. SPEAKER : Then the word " person " should be there. I don't find it in your amendment.

MR. S. LAZAR : It should be added, Sir. It should be as follows :

" 10. Nothing contained in this section shall apply—

(*c*) to any building or buildings in the same city, town or village, owned by any person, company, association or firm whether incorporated or not and *bona fide* intended solely for the occupation of his or its officers, servants or agents."

Otherwise there will be the contingency which happened in the case of " transport companies " when those who wanted to get preference registered themselves as " company " and got the benefit. Such a situation should not arise here. That is why I say, let the preference be given to individual persons also and not only to buildings of companies intended for use of its officers, etc.

In the amendment given notice of by the Hon. Minister it is stated as follows : In sub-clause (1) (*a*) for Explanation I, substitute the following, namely :—

" Explanation I—A landlord who, having obtained possession—

(i) of a residential building under sub-section (3) of section 10 lets the whole of it to a tenant; or

(ii) of a non-residential building under sub-section (3) of section 10 lets the whole or part of it to a tenant

shall be deemed to have failed to give notice under this section."

[Sri S. Lazar] [16th August 1960

The first part with regard to residential building is already there. Only with regard to the non-residential building, the new amendment (ii) has been put. The words " whole or part of it " comes there. I would like to draw the attention of the Hon. Minister to the definition of the word " building " in the definition clause. The word " building " means any building or hut or *part of a building*, etc. So the words " whole or part " requires to be suitably modified.

* SRI T. T. DANIEL : I would like to express only one point. The Hon. Minister has stated that so far as the object of the Bill is concerned it is to bring within its purview all buildings which are vacant. In the original Act the words " or otherwise " were there. But now they have been deleted. I may suggest an illustration. Suppose A has purchased a building from B, and keeps that building vacant. Will he come under clause 3? Suppose there is a landlord who has purchased a building from another person. He does not occupy that building at all. He has no other building. He keeps that building which he has purchased vacant. If it is the intention of the Legislature that all buildings which are vacant will come within the purview of clause 3. If one landlord keeps vacant the building he has purchased and if he has another building of his own, will he come under sub-clause (8) of clause 3? In such cases, he must be given the option to occupy the building he has purchased when he chooses.

MR. SPEAKER : Why should he keep vacant the house which he has purchased?

SRI T. T. DANIEL : Suppose it happens. What is to happen then? He has to be given option to occupy it at the time he chooses. That is why I say, as in the earlier enactment, the words " or otherwise " should be added at the appropriate place.

SRI V. SANKARAN : I want to say something with regard to the amendment given notice of by Government. With regard to residential building, the recommendations of the Joint Select Committee, have been kept in tact. If a landlord who, having obtained possession of a residential building under sub-clause (3) of clause 10 lets the whole of it to a tenant, he shall be deemed to have failed to give notice under clause 3. Under sub-clause (10) a concession has been shown to the landlord of a residential building who lets a portion of the building, while he himself lives in the building, to any tenant for residential purposes. But according to the Government amendment, if the landlord leaves the whole or part of a building for non-residential purposes he shall be deemed to have failed to give notice. The Joint Select Committee which considered the Bill wanted non-residential buildings to be left out of the purview of the Bill. But when Government now want non-residential buildings also to come under the purview of the Bill, more fetters are put against the landlord who lets out a portion of the building for non-residential purposes.

16th August 1960]

SRI V. SANKARAN : Sir, with regard to sub-clause (3), Your Honour . . . 11-30 a.m.

MR. SPEAKER : The hon. Member need not think that he is now in a court of law.

SRI V. SANKARAN : Sir, under the original Act, this portion which is sought to be introduced now was left out, Your Honour . . .

MR. SPEAKER : I am not entitled to be addressed as 'Your Honour'. Let not the hon. Member address me as such. I may be addressed as 'Hon. Speaker', and the expression 'Your Honour' is intended only for the Judges of the Courts.

SRI V. SANKARAN : Sir, in the sub-clause this portion—

"the building is required for the purpose of the State or Central Government or of any local authority or if any public institution under the control of any such Government or for the occupation of any officer of such Government."

has been deliberately let out, Your Honour . . .

MR. SPEAKER : To forget the practice, is very difficult. Thank you for 'Your Honour'. The hon. Member may continue.

SRI V. SANKARAN : When the Select Committee considered the Bill, Your Honour, somehow or other this particular portion was dropped out from the original Act. This particular portion was left out, but I do not know how it has been again introduced, Your Honour.

THE HON. SRI C. SUBRAMANIAM : Mr. Speaker, Sir, if you will pardon me, on this occasion, I will quote an anecdote how one gets himself accustomed to habit. Mr. Alladi Krishnaswami Iyer used to address me as 'Pillai'. But I did not much mind it. At one time, I told him that I was not a Pillai, but a Gounder Immediately he said, "I am sorry, Mr. Pillai." (Laughter.)

A point has been raised with regard to the letting of the whole building or part of the building. Another hon. Member pointed out that if the landlord had not occupied the complete building why he should give notice in respect of the portion which has not been occupied by him. The hon. Member Sri V. Sankaran argued that the landlord need not give notice with reference to the other portion and that the same concession should not be shown to the non-residential buildings. With regard to the residential building, he would like to have a tenant who would be a neighbour to him. One cannot impose on him any tenant. The Select Committee came to the conclusion that if a person has already occupied a portion of his own house then he need not himself come under the provision of this law. It might make the position inconvenient to the landlord. Therefore, in respect of other houses he will

have to come up with notice and the provisions of the Act would apply. If he owns only one house and occupies a portion, because of the economic conditions, he is allowed to let out to another tenant who will be agreeable to his living conditions. That is why that provision has been made. This argument does not apply to non-residential buildings because it is carrying on the business and any tenant would occupy it. That is why with reference to non-residential buildings we came to the conclusion that this advantage need not be given to the landlords.

Various other amendments have been moved by hon. Member Mr. Lazar. The first thing which he pressed is that in sub-clause (1) for explanation I, substitute the following :—

" *Explanation.*—A landlord who, having obtained the possession of a building under sub-section (3) of section 10 or by any instrument *inter vivos* lets the whole of it to a tenant, shall be deemed to have failed to give notice under this section."

The explanation as it stands reads—

" A landlord who, having obtained possession of a building under sub-section (3) of section 10, lets the whole . . . of it to a tenant, shall be deemed to have failed to give notice under this section."

I do not see the necessity for this amendment. Where the house itself is vacant and it is purchased by a certain individual, then he gets vacant possession. If it was already vacant either the provisions of the Act apply or do not apply. If the provisions of the Act apply, then he should have given notice under section 3. Simply because he purchases it, it does not take away the responsibility of the landlord. Therefore, the explanation as it stands, would cover all the cases.

Suppose a house is in the occupation of the owner and he vacates it and gives possession to other person concerned in which case after he purchased the property the building becomes vacant. Therefore, he has to give notice of it. If he himself occupies, then the question does not arise. Then a person occupies his own house when he does not own any other house and is not in occupation of any other house. Then he will be entitled to occupy the house. Therefore, in any case, the explanation is quite exhaustive and I do not think anything has been left out as pointed out by hon. Member Sri Lazar.

" Then in regard to second amendment for deletion of item (ii) in Explanation II, it is stated in the existing item who without obtaining such vacant possession allows the seller to occupy the whole of the building shall be deemed to have failed to give notice under this section."

Somebody was arguing when a person purchases the property then he becomes the owner of it. Then another person occupying it will be a tenant. Therefore, a new tenancy comes into existence. When a new tenancy comes into existence, the law would apply. I do not think there is anything wrong in this.

SRI S. LAZAR : So far as this is concerned the Hon. Minister may kindly note that no tenant is liable to be evicted. This may kindly be noted. Therefore, possession is not changed, when he happens to be the owner. After purchase of a building from a particular person, he becomes the owner. It is not the intention of the Act to disturb the person who is in occupation of the building. If the provision which Government are introducing is to be applied, then this man will have to be evicted.

Selling may be for the purpose of making some money for repaying his debts and some such thing. Otherwise, he continues and is entitled to occupy as a tenant. I do not see why he should be disturbed.

THE HON. SRI C. SUBRAMANIAM : The position is this. Tenancy is being created newly. It is not as if it were existing tenancy which is likely to be disturbed here. It is only after the purchase the seller divests himself of the property. Therefore, in spite of the purchase the owner has become the tenant. It is a question of policy to be decided whether in this case the new tenancy can be created as between the seller and the purchaser or whether in this case they should give notice and they may get exemption and occupy it under certain circumstances. Therefore, in this case notice is necessary. Otherwise, collusive sale will take place and they will be going on occupying it without notice to the authorized officer. That is why the Select Committee came to the conclusion that in this case notice should be given.

Therefore, I think, in those cases notice is necessary, as otherwise collusive sales would take place and they would go on occupying property without giving notice to the authorized officer. Therefore, the Joint Select Committee came to the conclusion that they should give notice to the authorized officer and I do not think that any argument has been advanced to reverse the decision of the Joint Select Committee.

Then, with regard to permission for the tenant to reoccupy the building, the clause is definite. Where the written permission of the authorized officer is not obtained, only three months' occupation will be permitted. But if the order of the authorized officer is available, six months would be permitted. It may be that in some cases he might have applied for permission and order might have been passed after the expiry period and in such cases we would have to validate it. In some other cases the authorized officer might not have passed the order even though an application was made. Therefore, we should make the period specific. So, the clause as it is, should stand.

Then with regard to another amendment to sub-clause (2), the Joint Select Committee took into consideration cases where a person goes outside the town for a few months and puts somebody in possession even as a sub-tenant. The Committee thought that

during that temporary absence if somebody was put in occupation, such cases should not be brought within the ambit of this Bill by saying that there was a vacancy. Therefore, we have fixed three months. This provision will have to be read with clause 10 where it is stated that there is no termination of tenancy if it is for a temporary period of three months. But if it exceeds three months, there is termination of tenancy and all the consequences of the termination of lease follow. That is why this sub-clause has been inserted and I do not think that any change will have to be made.

With regard to amendment to sub-clause (3) for deleting the words "Government or" and "do or", in certain cases, the Government may require a building for its own officer or a Central Government officer and I do not think the Government's powers should be curtailed. It is only in rare cases the Government come into the picture. Therefore, the sub-clause gives powers to the Government officer or the authorized officer to act. Perhaps in most of the cases, the Government may not come into the picture but where it is necessary, there should be powers for the Government to give notice.

As regards the amendment for deleting the second proviso to sub-clause (5), I have already explained.

As for the amendment suggesting substitution of the words 'of his tenancy' for the words 'of his occupation' occurring in the Explanation to sub-clause (5), the point for consideration is this. So far as the tenancy is concerned, the Government will become a tenant from the specified date. But if there is some delay, then the authorized officer will fix the date of tenancy as between the Government and the landlord. The Government will become liable to pay rent to the landlord from the date of tenancy. So far as the occupant is concerned, his liability to pay to the landlord is fixed, that is, from the date of occupancy. Therefore, the question as to who should pay for the interim period is a matter for the Government and the tenant. So far as the landlord is concerned, the Government will pay for that period and once the occupation takes place, the officer is made liable to pay it. That is why this sub-clause is there.

I accept the amendment of the hon. Member Sri Lazar suggesting the deletion of the word "also" occurring after the words 'the landlord is' in the second proviso to the Explanation in sub-clause (5).

With regard to the amendment to sub-clause (8) (*d*) suggesting the substitution of the words 'District Collector' for the word 'Government', I may tell the hon. Member that till now no case has come up before the Government. Only in rare cases, an appeal will come to the Government.

The next amendment is a consequential amendment.

16th August 1960] [Sri C. Subramaniam]

With regard to the amendment suggesting substitution of the words 'seven days' for the words 'one week', I think we have been using both the phraseology.

SRI S. LAZAR : Only 'seven days'.

THE HON. SRI C. SUBRAMANIAM : If the hon. Member is satisfied about it, then I am prepared to accept 'seven days'.

With regard to the next amendment of the hon. Member, Sri Lazar, I move the following amendment :—

'In clause 3, sub-clause (9) (*b*), after the words "under clause (*a*), he may", insert the words "at any time after sunrise and before sunset".'

As regards the amendment suggesting insertion of the words 'his or', after the words 'occupation of' in sub-clause (10) (*c*), that is a matter of policy decision. If individuals are also given the right, many of the buildings will not be available for officers. That is why in respect of companies and registered associations, we should give exemption. I do not think that we can extend it to individuals.

Hon. Member Sri Sankaran wanted the buildings owned by religious, charitable and educational institutions also to come under sub-clause (10) (*c*) of clause 36. It is not necessary. I do not think we can accept that amendment. Next is the hon. Member Sri Palanisami's amendment. It is the usual Communist amendment. If it is Rs. 25 they move an amendment for reducing it to Rs. 15 and if it is Rs. 15 they would move for reducing it to Rs 10. He has moved for reducing the sum from Rs. 25 to Rs. 15. I am not able to accept that amendment. Sri Palanisami wants to delete item (*b*) in sub-clause (10) and renumber item (*c*) as item (*b*). But if he were to read the sub-clause carefully he would find that there is also an explanation to sub-clause 10 which has relation to sub-clause 10 (*b*). Therefore if item (*b*) is deleted, the explanation alone has no meaning. But the hon. Member has moved only for deleting item (*b*) and not explanation. I don't think we can accept his amendment.

MR. SPEAKER : What number can we give to Government amendment which the Hon. Minister has moved, viz.—

"In clause 3, sub-clause (9) (*b*) after the words "under clause (*a*) he may" insert the words "at any time after sunrise and before sunset."

THE HON. SRI C. SUBRAMANIAM : It can be numbered as 114-A next to Lazar's amendment No. 114.

MR. SPEAKER : All right. I will now put the amendments to the vote of the House.

The question is :

(i) in sub-clause (1) (*a*) for Explanation I, substitute the following, namely :—

" *Explanation I.*—A landlord who, having obtained possession—

(i) of a residential building under sub-section (3) of section 10 lets the whole of it to a tenant; or

(ii) of a non-residential building under sub-section (3) of section 10 lets the whole or part of it to a tenant shall be deemed to have failed to give notice under this section."

(ii) in sub-clause (3), for the words " the building is required for the occupation of any officer of the State or Central Government ", substitute the words " the building is required for the purposes of the State or Central Government or of any local authority or of any public institution under the control of any such Government or for the occupation of any officer of such Government ";

(iii) in sub-clause (4), after the words " is not required ", insert the words " for the purposes, or ";

(iv) in sub-clause (5), after the words " is required " wherever they occur, insert the words " for any of the purposes, or ";

(v) in sub-clause (6), after the words " in the case of a ", insert the word " residential ";

(vi) in sub-clause (8), in items (*c*) and (*e*), for the word " building " wherever it occurs, substitute the words " residential building ";

(vii) in sub-clause (9), in item (*b*), after the words " empowered under ", insert the words, brackets and figure " sub-clause (i) of ";

(viii) in sub-clause (10)—

(*a*) in item (*a*), for the word " building ", substitute the words " residential building ";

(*b*) re-letter existing items (*b*) and (*c*) as items (*c*) and (*d*) respectively and before item (*c*) as so relettered, insert the following item, namely :—

" (*b*) to a non-residential building, the monthly rent of which does not exceed fifty rupees; or ";

(*c*) in item (*c*) as so re-lettered, for the words " a building ", substitute the words " a residential building " and for the words " the building ", substitute the words " such building ";

(*d*) in the Explanation, for the brackets and letter " (*b*) ", substitute the brackets and letter " (*c*) ".

The amendment was put and carried.

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MR. SPEAKER : I shall put the amendments of Sri Lazar to vote. The question is :

"In sub-clause (5) in the second proviso to the Explanation, delete the word "also" occurring after the words "the landlord is."

The amendment was put and carried.

MR. SPEAKER : The question is :

"In sub-clause (9) (*a*) (ii) in the proviso, for the words "one week's", substitute the words "seven days'".

The amendments were put and carried.

MR. SPEAKER : I shall put the Government amendment to vote. The question is :

"In clause 3, sub-clause (9) (*b*), after the words "under clause (*a*) he may" insert the words "at any time after sunrise and before sunset".

The amendment was put and carried.

The amendments of Sri N. K. Palanisami were put and lost

The amendments of Sri V. Sankaran to sub-clause (1) (*a*) (ii) and sub-clause (10) (*c*) were, by leave, withdrawn.

The other amendments of Sri S. Lazar were, by leave, withdrawn.

MR. SPEAKER : What about amendment of Sri Sankaran to sub-clause (8) (*e*) (ii). Is the hon. Member pressing the amendment?

SRI V. SANKARAN : The Hon. Minister has not mentioned anything about it at all.

MR. SPEAKER : That means Hon. Minister is not accepting the amendment.

The amendment of Sri V. Sankaran was put and lost.

The clause, as amended, was put and carried.

Clause 4.

MR. SPEAKER : The motion is :

"That clause 4 do stand part of the Bill."

THE HON. SRI V. RAMAIAH : Sir, I move the following amendment :—

"(i) in sub-clause (1), after the expression "sub-section (2)", add the expression "or in sub-section (3), as the case may be";

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(ii) in sub-clause (2)—

(*a*) in item (*a*), for the word " building ", substitute the words " residential building ";

(b) in item (*b*), for the words " buildings " and " building ", substitute the words " residential buildings " and " residential building " respectively;

(iii) after sub-clause (2), add the following sub-clause, namely :—

" (3) (*a*) The fair rent for any non-residential building shall be at nine per cent gross return per annum on the total cost of such building.

(*b*) The total cost referred to in clause (*a*) shall consist of—

(i) the cost of construction as calculated according to such rates for such classes of non-residential buildings as may be prescribed less the depreciation at such rates as may be prescribed;

(ii) the market value of that portion of the site on which the non-residential building is constructed;

and shall include such allowances as may be made for considerations of locality in which the non-residential building is situated, features of architectural interest, accessibility to market, nearness to the railway station and such other amenities as may be prescribed and of the purpose for which the non-residential building is used :

Provided that such allowances shall not exceed twenty-five per cent of the cost of construction as calculated in the manner specified in sub-clause (i) ".

SRI S. LAZAR : Sir, I move :

For sub-clause (1), substitute the following :—

" (1) The Controller shall, on application by the tenant in occupation or the landlord of a building and after holding such inquiry as the Controller thinks fit fix the fair rent for such building under sub-section (2) ".

In sub-clause (2) (*b*) (i) delete the words " less the depreciation at such rates as may be prescribed ".

The amendments were duly seconded.

SRI N. K. PALANISAMI : Sir, I move :

" In sub-clause (2), for item (*b*), substitute the following :

" (*b*) the total cost shall be determined at 20 times the municipal annual value of the building ".

The amendment was duly seconded.

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SRI V. SANKARAN : Sir, I move :

"In sub-clause (2) (*a*), for the word "six", substitute the word "**nine**".

The amendment was not seconded.

MR. SPEAKER : There is no seconder. So. hon. Member Sri Sankaran's amendment falls through for want of a seconder.

SRI V. K. RAMASWAMI MUDALIYAR : Sir, I move the following amendments :—

"In sub-clause (2) (*a*), for the words "six per cent", substitute the words "nine per cent".

"In sub-clause (2) in the proviso, for the words 'ten per cent", substitute the words "twenty per cent".

The amendments were duly seconded.

MR. SPEAKER : The clause and the amendments are before the House for discussion.

SRI N. K. PALANISAMI : கனம் சபாநாயகர் அவர்களே, இதில் நான் கொடுத்திருக்கும் திருத்தத்தில் "முனிசிபல் வால்யு" எம்மாதிரி இருக்கிறதோ அதை வைத்து 20 மடங்கு போட்டு தீர்மானிக்கலாம் என்று திருத்தம் கொடுத் திருக்கிறேன். இப்போதுள்ள சட்டபடி கண்ட்ரோலர் சென்று எ கிளாஸ், பி கிளாஸ், ஸி கிளாஸ் என்று பிரிவு செய்து தனித்தனி யாகப் பார்த்து பரிசிலனை செய்ய வேண்டும். ஒவ்வொரு கட்டிடத்திற்கும் எவ்வளவு செலவாகியிருக்கிறது எவ்வளவு மெட்டீரியல் செலவாகியிருக்கிறது என்பதையெல்லாம் பார்த்து இதை நிர்ணயிக்க வேண்டும். அவர்கள் அதாவது சொந்தக் காரர்கள் ஒரு மடங்குக்கு சாமான்கள் வாங்கியிருந்தாலும் நான்கு மடங்கு விலை கொடுத்து வாங்கினேன் என்று சொல்லு வார்கள். ஆகவே எ, பி, ஸி என்று பிரிப்பது மிகவும் கடினமாக இருக்கும். அது போக, இடத்தைப் போய் பார்வையிட்டு, "ஆர்பிட்ரரி பவர்ஸ்" பிரகாரம், "பெஸ்ட் ஆப் ஜட்ஜ்மெண்ட்" பிரகாரம் கண்ட்ரோலர் போய் நிர்ணயம் செய்யலாம் என்று இருக்கிறது. இது இடத்திற்கு இடம் மாறுபட்டு இருக்கும் ". . . . it will be continued litigation". அதோடு மறுபடியும் அப்பீல் செய்யலாம் என்று இருக்கிறது. ஒவ்வொரு இடத்திற்கும் கண்ட்ரோலர் போய் சென்று பார்க்க முடியுமா என்பதையும் ஆலோசனை செய்ய வேண்டும். ஆபீஸில் இருந்து கொண்டு தான் வேலை செய்ய வேண்டிய நிலைமை ஏற்படும். ஆகவே முனிசிபல் ஏரியாக்களில் அவர்கள் போடுகிற வால்யூவை எடுத்து அதில் 20 மடங்கு போட்டு அதோடு 6 பெர்ஸன்ட் அதிக மாக போட்டுக் கொள்ளலாம். அதோடு இப்போது "நான்-ரெஸிடன்ஷியல் ஏரியா"-க்கு 9 பெர்ஸன்ட் போட வேண்டும் என்று சொல்லப்பட்டிருக்கிறது. அதைக்

குறைத்து 6 பெர்ஸன்டாக போடலாம் என்பது என் அபிப்பிராயம். ஆகவே இதன் பேரில் நான் கொடுத்திருக்கும் திருத்தத்தை ஏற்றுக் கொள்ள வேண்டும் என்று கேட்டுக் கொள்கிறேன்.

SRI S. LAZAR : Sir this clause relates to the basis for fixation of fair rent. It may be that we are trying to change the entire basis for fixation of fair rent. Further we are also hereby giving an opportunity for the existing fair rents already fixed, to be reopened. Subsequently such a provision has also been put. Therefore, it is absolutely necessary that the basis of fixation of fair rent is properly fixed. I have suggested that so far as the earlier portion of the clause is concerned, namely, sub-clause (1), it may be *deleted* and the following *substituted* in its place :—

"(1) The Controller, shall on application by the tenant in occupation or the landlord of a building and after holding such inquiry as the Controller thinks fit fix the fair rent for such building under sub-section (2)".

The effect of my amendment is to add the words "in occupation" after the word "tenant" occurring in line 2 of Clause 4. That is the effect of my amendment.

I am emphasising this because the clause as it stands at present gives power for all tenants to make application for fixation of fair rent. This is not my observation but the observation of the High Court. It includes even an ex-tenant, a tenant who is in arrears of rent—he is also entitled to file an application for fixation of fair rent, as per the clause in its present wording. The
12-00 noon. difficulty will be in practical application. The tenant may choose to fall in arrears for six months or eight months as the case may be and he may go before the Controller for the fixation of the fair rent to gain further time to make payment of arrears. Therefore, I suggest that only the tenant in occupation on the date when he files . . . .

THE HON. SRI C. SUBRAMANIAM : Even though he is in arrears he will be a tenant in occupation and I do not see how the rule will prevent any tenant who is in arrears from making an application.

SRI S. LAZAR : That is exactly my point. As the Hon. Minister rightly put it, this provision gives room for the tenant, even an ex-tenant to come forward with an application. That is why, I want to specifically make it clear that these people must be excluded and they should not be given this opportunity for re-opening the whole question. Therefore the Hon. Minister may accept it.

Principles are being laid down. So far as I understand, the principles are that the rent will be at 6 per cent of the cost of the building. Such is the provision. It is stated that the cost of

construction will be assessed as per principles enunciated under the next sub-clause 2 (*b*). I am trying to point out that under clause 1, the Controller fixes the fair rent in accordance with the principles set out in sub-section (2). I am trying to point out that the latter portion in sub-clause (1) " such principles as may be prescribed " will be absolutely out of place and will not be practicable in application. One will say that the rent at 6 per cent of the cost of construction and in addition, the others are taken into account in fixing the rent. There is no option for the officer to take into consideration anything else. The Government have provided that the Controller should also take into consideration the rent prevailing in the locality. The rule as prescribed cannot be applied by the Controller as the word ' shall ' has not stated specifically that the rent ' shall be only 6 per cent '.

MR. SPEAKER : Will the hon. Member enlighten me as to how the rate of interest will be specifically out of order when the authority is given the right to take the total cost of the building into consideration in fixing the fair rent.

SRI S. LAZAR : The Controller has to follow certain principles in assessing the total cost, viz. :—

(*a*) value of the site; and

(*b*) the cost of construction.

Cost should be assessed. Based on that assessment rent should be fixed. For the purpose of cost of construction the provision is that the Rent Controller should take the total cost referred to in the clause. It is not possible for the Rent Controller to take advantage of the rules framed by the Government. The Rent Controller should take into consideration other rules framed by the Government. If this is not the idea of the Government, the provision already existing is sufficient for the purpose and so there may not be any necessity for framing any rule. Therefore my submission will be that these words ' such other principles as may be prescribed ' will have to be deleted.

Further, it has got to be considered how the depreciation is to be calculated. The clause says :

' the total cost of the construction as calculated according to such rates for such classses of buildings as may be prescribed less the depreciation at such rates as may be prescribed.'

I will just bring to the notice of the Government how it is rather highly impracticable because the cost so far as any building in occupation is concerned, whether we like it or not, the value of the building is going on increasing day by day. At the time of construction it may cost Rs. 10,000. I personally know a case.

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Originally a building was constructed at a cost of Rs. 10,000 in 1927. Subsequently, the price had gone up and recently when the building was purchased the cost was Rs. 33,000. I am trying to point out that so far as the value of the residential building is concerned it is going up. Perhaps there is nothing abnormal about it, because they are rising in conformity with the prices prevailing in our country. Therefore to say that the rent should be assessed and based on the cost of construction would be impracticable and the landlord would be very much affected. The depreciation principle should be confined only to P.W.D. buildings. We are not going to purchase all the buildings here. We are only going to fix the rent for the tenants. I do not think that there should be depreciation and all that. Here the only point for consideration will be how much rent this particular buidings will fetch in the open market and if the rent is higher than the market rent we have to put some restriction on that. Therefore, I submit that the words ocurring in sub-clause (2) (*b*) (i)—

"less the depreciation at such rates as may be prescribed" may be deleted.

I submit for the consideration of the Government whether the earlier clauses should be revised so that the cost of construction of the building to be considered by the Controller may be appropriate. I would also like to point out Sir, that the cost of construction, site, building materials, etc., vary according to places. For example, in the City of Madras the business people, in their anxiety to run their business, would be prepared to pay more rent and purchase buildings at high cost. This may not be so in the case of Trichy and Tanjore. Therefore to lay down uniform principle of 25 per cent would cause very much hardship. I have also given certain amendments in this connection. I trust that the Government would be pleased to accept them.

SRI V. K. RAMASWAMY MUDALIYAR : Mr. Speaker, Sir, with regard to my first amendment, I wish to state that fair rent at six per cent gross return per annum on the total cost of the building is extremely low. Even the Madras High Court has stated that fair rent should be fixed at 9 per cent on the total cost of the building. In view of the increased cost of maintenance and also in view of the fact that taxes have also gone up, my submission is that it should be fixed at least at 9 per cent.

As regards my second amendment allowances for considerations like locality, should be 20 per cent instead of 10 per cent. Here also we have to give certain allowance for damages due to fire, cost of maintenance, etc. If more amenities are provided, other people are prepared to pay more rent and therefore it should be possible for the Government to fix it at 10 per cent.

SRI V. SANKARAN : Sir, my amendment fell through for want of a seconder. But I find that amendment No. 112 is practically the same, as my amendment. My submission is that the

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fixation of fair rent as provided for, in this Bill is not just and equitable. It is only 6 per cent gross return per annum on the total cost of the building. But we find that in many Acts particularly in the Money-lenders Act and Pawnbrokers Act, for any investment made or loan given and even in the case of securities, we have allowed 9 per cent. In cases where there is no security, we have allowed 12 per cent. We also find that in Banks, money is lent at not less than 9 per cent. Therefore, 6 per cent is very low particularly when we take into account that the landlord has also to pay house tax which takes away two months' rent in the case of mufassal and more than two months' rent in the landlord will be left with only five per cent. After leaving a margin of ½ per cent for repairs, it will come to 4½ per cent. So, ultimately the landlord will ge only 4 to 4½ per cent return from his property. Therefore, it will work a great hardship on the landlord and there will be no incentive or enthusiasm for the house owners to keep houses. They will sell away their houses and invest the amount thus realised in Government securities. Even Government securities yield an interest of 4 to 4½ per cent. Therefore, we should not be under the false impression that the house owners are in the nature of oppressors and they should be dealt with in the same way as the landlords have been dealt with the agrarian legislation. Many house owners are making living by letting out one or two houses. Probably the tenant living in a rented house might be richer and might in more afflu ent circumstances that the landlord or the house owner. Therefore, the Government should take a conciliatory attitude towards circumstances that the landlord or the house owner. Therecircumstances, it would be fair on the part of the Government to fix the fair rent at 9 per cent.

With regard to depreciation, to a great extent I agree with the amendment moved by the hon. Member, Sri Lazar, that some other devices have to be found out. Even if we fixed 30 or 40 per cent, the house built 20 or 30 years ago would have only a zero value and practically it will work as a great hardship to the house owners and allow some income for them. Under these it cannot be at a particular rate.

With regard to allowances proposed in the Bill, it is stated that it should not exceed 10 per cent of the cost of construction. First of all, my submission is that allowances cannot have any co-relation with the cost of construction. For instance, if we take non-residential buildings, we must take into consideration more the locality in which it is situated than the actual cost of construction. Therefore, even if the allowances are calculated on the basis of the cost of construction, 10 per cent will be low and it should be 20 per cent.

MR. SPEAKER : The hon. Member has not moved any amendment.

SRI V. SANKARAN : But I can give support to the amendment moved by other hon. Members.

THE HON. SRI C. SUBRAMANIAM : Sir, the hon. Member, Sri Ramaswamy Mudaliyar has moved an amendment on those lines.

SRI V. SANKARAN : Therefore it would be just and fair if the allowances are fixed at 20 or 25 per cent.

* SRI R. SRINIVASA IYER : Sir, fair rent must be fair. What is Fair Rent? A mud-walled house constructed 100 years ago is now rented and some rent is being paid for it by contract between the landlord and the tenant. If after entering into a contract, the tenant applied to the court for fixation of fair rent, after taking into consideration the cost of the building to be prescribed by rule hereafter, the depreciation to be prescribed by rule hereafter and allowances to be prescribed by rule hereafter, the tenant may not have to pay any rent at all. Possibly the landlord may have to pay something to the tenant. Therefore, if fair rent is to be fixed, the proper thing would be to take into consideration the present market value of the house, the materials with which it is constructed, the cost of construction, labour charges, etc., the average rent that is prevailing in the neighbourhood and even the average rental value fixed by the municipality or the panchayat and on which the house tax is levied. All these things are sought to be done under the rules and the only saving clause is that these rules will be placed before the Legislature and we can amend them either in this session or in the next session. But the landlord or the tenant has no remedy. Therefore, I suggest that the words ' depreciation at such rates as may be prescribed ' may kindly be deleted by the Government and the amendment of the hon. Member, Sri Lazar, may be accepted. I would submit that instead of 6 per cent gross return per annum on the total cost of such building, it should be 9 per cent of gross return. It is said that the Controller while fixing the fair rent will take into consideration—

(i) the cost of the construction as calculated according to such rates for such classes of buildings as may be prescribed, and

(ii) the market value of that portion of the site on which the building is constructed.

Cost of construction may mean the cost of materials used for the construction of the building, etc. But it is said that the market value of only " of that portion " of the site on which the building is constructed, would be taken into account by the Controller while fixing fair rent. I say that the words " of that portion " occurring in sub-clause 2 (*b*) (ii) must be deleted. The market value of the site should be taken into consideration as a whole and not only the portion of the building on which the building is constructed. While fixing fair rent the market value of the site on which

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the building is constructed should be taken into consideration besides the rental value as fixed by the municipality or panchayat which assesses the tax and the rent prevailing in the neighbourhood.

THE HON. SRI C. SUBRAMANIAM : I accept the proposition laid down by Sri Srinivasa Ayyar that the rent should be fair.

MR. SPEAKER : The hon. Member Sri Manikkasundaram wants to say something. He can speak now.

SRI V. S. MANIKKASUNDARAM : Sir, I am very much against the principle of deducting something by way of depreciation from the gross value of the building in order to arrive at the rental value of the building. I woud like to illustrate my point by giving a concrete case. I have the misfortune to be a landlord of the Government of Madras with regard to a building situated in Erode. The building happens to be one constructed 90 years ago. I am giving this illustration to show that it is not proper to allow depreciation, after fixing the gross value of the building taking into consideration cost of construction, etc. The building was leased out to Government in 1956. At that time an Assistant Engineer of Public Works Department who valued the building, after fixing the cost of construction of the building, included a profit of 6 per cent on the gross value. If as is said at present depreciation was allowed, I am sure I would have to pay something to Government.

MR. SPEAKER : That is what the hon. Member Sri R. Srinivasa Ayyar also told just now.

SRI V. S. MANIKKASUNDARAM : It may not be proper to allow for depreciation of the building at the time of fixing the gross value of the building. I want that this aspect of the matter should be considered before coming to a decision on this point.

THE HON. SRI C. SUBRAMANIAM : I accept the proposition laid down by him. Member Sri Srinivasa Iyer that the rent should be fair. But 'fair' with reference to whom? It should be fair with reference to landlord and tenant. That is the decision which the Select Committee arrived at in this matter when considering the basis on which fair rent should be calculated. There are buildings and buildings. Buildings built with cement concrete, buildings built with mortar, buildings whose walls are built with mud, etc. Those buildings built with cement mortar and having mosaic flooring and such amenities are costly to construct. So we can see that there are first, second, third and fourth class constructions. We have classified the constructions as A, B, C, and D, with reference to the materials used for construction, terrace used (whether Madras terrace or tiled one), etc. After classifying them into A, B, C and D, we calculated the cost of construction of each. While calculating the cost of construction, we have come to the conclusion that we have to take into consideration the

cost of construction not at the time the house was constructed but the present cost of construction of such building. We calculate the cost of construction on the fixed rates given there without taking into consideration the age of the building. The rates for Class A building will be Rs. 18 per square foot, etc. The calculation will be made on the basis of those rates. That is what, I want to say. It won't be on the basis of rates obtaining at the time of construction, namely, 90 years ago so far as the building referred to by Sri Manikkasundaram is concerned. Therefore, the cost of construction will be calculated with reference to the present rates prescribed and will be applicable to the various categories of buildings.

SRI R. SRINIVASA IYER: On a point of explanation, Sir. I have given my amendment because of the language used in Clause 4 as at present. The Hon. Minister may kindly note the language of Clause 4 (2) (*b*) (i). The language of Clause 4 as at present worded does not clearly convey what the Hon. Minister had said just now. The provision for deducting depreciation is there. The fixed rates laid down by the Select Committee for different kinds of buildings have not been put here.

THE HON. SRI C. SUBRAMANIAM: Government are aware of what the Select Committee had said on this point. The hon. Member Sri Srinivasa Iyer need not be under the impression that we would leave those rates. Those things would come under the rules to be framed for the purpose of this Act. Those rules would again come up for further scrutiny by the Legislature when they are placed on the table of the House. The rates would be prescribed rates applicable in the Public Works Department. That is one thing. The classification of buildings into four categories and different rates for construction of the same, as suggested by the Select Committee would definitely be taken into consideration when the rates would be prescribed in the rules to be framed in pursuance of this Act. We give due allowance for different kinds of construction. The cost of construction would be with reference to the present rate of construction and not the rate obtaining at the time of construction of the building, wheher it was constructed seven years or two years before.

The next point to be considered is with reference to the cost of the site on which the building is constructed. Instead of taking the market value of that portion of the site on which the building is constructed, some hon. Members have said that the market value of the site, as a whole, on which the building is constructed, should be taken into account. The cost of the site would be with reference to the locality. When we consider the value of the site, locality and other considerations would be kept in view. The value of a site varies from place to place in Madras City and there are different rates for sites in different towns and villages.

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With reference to the site, there is the "market value". When we take into account the market value of the site, we take into account the "present market value" of the site. That would be added to the cost of construction in order to arrive at the total cost.

SRI R. SRINIVASA IYER : I was not present when Clause 4 was taken up. What is stated there is that only the market value "of that portion" of the site on which the building is constructed, would be taken into consideration. Does that mean the exact area which the building occupies?

THE HON. SRI C. SUBRAMANIAM : Yes, it means the actual portion occupied by the building. Only the value of that portion of the site would be taken into account. Suppose there is one acre of land and a tenant does not enjoy the entire one acre but occupies only a portion of the building constructed on a portion of the land. He cannot be asked to pay rent based on the market value of the entire land. We take into account that portion of the land which is occupied by the building. While calculating the market value of that portion of the site on which the building is situated, we give allowance for "locality" in which the building is situated. We give allowance for other advantages which the building possesses, nearness to market, etc., as provided for in the Bill. Those advantages which the tenant enjoys would be given due consideration while the total cost of the building is assessed for the purpose of fixation of fair rent. That is another point.

SRI S. LAZAR : If that is the object of the Government then I am sorry to say that the definition of the word "building" as enunciated in the Bill has to be amended. As at present worded, the definition of building is as follows :

"building" means any building or hut or part of a building or hut, let or to be let separately for residential . . . purposes only and includes :—

(*a*) the garden, grounds and out-houses, if any, appurtenant to such building, hut or part of such building or hut, and let or to be let along with such building or hut.

(*b*) any furniture supplied by the landlord for use in such building or hut or part of a building or hut, but does not include a room in a hotel or boarding house."

The Hon. Minister has stated that the market value of that portion of the site on which the building is constructed, would be taken into account while calculating the total cost for purposes of fixation of fair rent. The word "building" as per its definition includes garden, grounds and out-houses, if any, appurtenant to such building. So the market value of the garden, ground, out-houses appurtenant to the building, viz., the market value of the entire area will have to be calculated as per the definition of the word "building" given in the Bill.

THE HON. SRI C. SUBRAMANIAM : Sir, the Select Committee's intention was that the market value of that portion of the site on which the building is constructed should be taken into account. To make out that intention, to make it more clear, if necessary, I will bring an amendment during the third reading stage.

12-30 p.m.

But the Select Commitee's intention was that the value of that portion of the site on which the building is constructed and not all the appurtenances belonging to the building should be taken into account. That is one aspect. On that basis we fixed the rent at 6 per cent gross return per annum on the total cost of such a building. If it should be increased to 9 per cent we would be asking the people who were paying Rs. 15 or Rs. 25 to pay double the amount. That is why, we have taken into account the whole aspect to find out what would be the fair rent. This should be fixed and we have adopted 6 per cent gross return. If there is to be an increase, it is for the House to decide. If it is to be $7\frac{1}{2}$ per cent, it is a matter for the House to decide. It does not matter even if it is increased to 50p er cent, it is for the House to decide. The Select Committee came to the conclusion after making a rough estimate of increase in the rent, that 6 per cent would be just but it is for the House to decide, whether it should be 6 per cent, $7\frac{1}{2}$ per cent or 9 per cent. If that be so, to that extent we would be increasing the existing rent, which would be beyond the capacity of the tenants. The persons who would be most hard hit would be the middle class and the lower middle class tenants. That is why, I am saying that we should take into account the liability which we will be adding to the present tenants, who are mostly middle class tenants in fixing the gross return. That is why, a rate of 6 per cent has been fixed as just. That is one aspect of it.

Then, if you take into account the present cost of construction, shall we say that whatever be the age of the building the present cost of construction alone shall be the basis on which the return shall be calculated or some depreciation may be taken into account. The age of the building naturally seems to count. We cannot say that in the case of a building which was built in 1957 and the building which was built in 1930, the same cost of construction should be taken into account for the purpose of calculating the fair rent. That is why, we have provided a clause for fixing the depreciation also But that rate of depreciation will be fixed taking into account other circumstances. If the building is a first class building and if properly maintained, the depreciation may be very much less than contemplated in the Public Works Department rates. But the rate of depreciation will be fixed in such a way that it will not be unfair either to the landlords or the tenants. That is a matter which will be worked out by experts and it will be coming before the House for discussion again when the rules are laid before the House.

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Apart from the actual building and the portion of the site on which the building stands other amenities should also be taken into consideration for fixing the fair rent. That is why, there is a provision which says that the cost of construction shall include such allowances as may be made for consideration of locality in which the building is situated, features of architectural interests, accessibility to market, dispensary or hospital, nearness to the railway station or educational institutions and such other amenities as may be prescribed. For example, a big compound, which even though it will not be useful, may be a piece of amenity.

The Joint Select Committee came to the conclusion that there should not be any large variation because of all these things. The value of the site to a certain extent has already been taken into consideration. And therefore we have provided such allowances should not exceed 10 per cent of the cost of construction. Instead of giving individual discretion to the officers my own point of view is, that it should be restricted to 10 per cent. That is why, we have fixed it at 10 per cent.

Then another point was made with reference to the words, " such other principles as may be prescribed ". I do agree that we cannot fix any principles which will be inconsistent with the existing provisions of the Act. But I do feel, Sir, that it shall include such allowances as may be made for consideration of locality and all these things. We are not sure whether we have included all the amenities and all the factors which should be taken into consideration, in giving this extra 10 per cent. That is why, it has been stated here " such other principles as may be prescribed." I do agree that the cost of construction cannot be calculated at such rates in a different way under the rules. I do not think we can prescribe principles which are inconsistent with the provisions of the Act to increase or decrease the cost. There may be some other amenities, which are not contemplated here. We are not quite sure that we have taken into account all the factors which will go to increase the rental value of a particular building. That is why, we have added the amenities clause. If we want to increase it to 9 per cent, it would mean an additional burden on the part of the tenants. I do not think anybody would be hit hard by the clause as it is. The hon. Members would see that under clause 30 new buildings which would be constructed hereafter have been completely exempted from the provisions of this Act. Therefore, there is no question of hampering the construction activities of the new buildings and the new buildings would not be bound by the provisions of this Act. Therefore, I respectfully submit that we have taken into consideration everything.

Then the Government amendment relates to non-residential buildings. This was a controversial matter. As a matter of fact, the Joint Select Committee came to the conclusion that, perhaps we shoud exempt non-residential buildings. It is a matter of

businessmen making profit and therefore it should be left to the landlord and the tenant to make the best bargain possible. But it was brought to the notice of the Government later on after the publication of the report of the Joint Select Committee that if non-residential buildings should be excluded, a large number of middle-class tenants not only businessmen but professional men like the Lawyers, Doctors, Dentists, etc., would be driven out and they would not be able to find alternative accommodation. That is also another factor. There are certain Doctors, there are certain professional men and businessmen who have established their business or practice in a particular locality for a number of years. Because they had continued to occupy it for some years past it was an advantage to the persons concerned to continue to carry on the profession there. For example, if a Doctor practiced in a particular locality for a number of years, people would get accustomed to go to him in that place. If another Doctor comes there he cannot have the same advantage. The Doctor remaining there has got all the advantages in continuing in the same premises. The same is the case with the petty shop-keepers. Therefore we have taken into consideration all these things and representations and ultimately came to the conclusion that perhaps, non-residential buildings should also be brought within the purview of 'rent control' and therefore with reference to non-residential buildings, we have fixed that the return should be a little more because these are all business concerns and not residential buildings. Therefore for residential buildings we have fixed 6 per cent return and for non-residential buildings we have fixed 9 per cent return. In respect of residential buildings we have fixed that the allowance shall not exceed 10 per cent and in the case of non-residential buildings 25 per cent.

Then, with reference to the exemption clause relating to residential buildings we have fixed that any building which would fetch a fair rent of Rs. 250 should be exempted from the provisions of this Act.

SRI R. SRINIVASA IYER : It has not been made clear that it is Rs. 250 per mensem.

MR. SPEAKER : There is an amendment of Sri C. R. Ramaswami to make it clear.

THE HON. SRI C. SUBRAMANIAM : Residential buildings fetching a rent of Rs. 25 a month have been excluded from the purview of the Act. That means residential buildings which would fetch a sum of Rs. 300 per annum are exempted. Therefore to say Rs. 250 per annum would have no meaning. It would be very absurd on the face of it. However, it is being made clear by an amendment. With reference to non-residential buildings, what should be the exemption level is a matter for consideration. Some hon. Members consider that the exemption level should be the

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same with reference to the residential buildings as well as non-residential buildings. We ourselves made a distinction between residential and non-residential buildings, and we have allowed for a return of 9 per cent and an allowance of 25 per cent margin with reference to the increased calculation of the cost of the building. When that is the case, I do not see how we can plead that the same exemption should be allowed. As a matter of fact, with reference to residential buildings, it should be a little higher even taking into account the nature of the building and all those things. Therefore, it was considered that Rs. 400 would be a reasonable level. There are persons who say that it should be raised to Rs. 500. Whatever it is, taking all factors into consideration, we have changed it to Rs. 400. That is the purpose of the Government amendment. So, I hope that the amendment of the Government to clause 4 would be accepted.

SRI S. LAZAR : Sir, the Hon. Minister has not answered the specific point raised by me . . .

MR. SPEAKER : The Hon. Minister has replied to the points raised by the hon. members. If the hon. Member feels that the Hon. Minister has not answered his particular point, I cannot compel him to answer that point.

The amendment of Sri N. K. Palanisami was put and lost.

MR. SPEAKER : Is hon. Member Sri S. Lazar pressing his amendment?

SRI S. LAZAR : I would like to know whether my suggestion regarding market value will be considered. . . .

MR. SPEAKER : At the present time, there is no amendment regarding that point before the House. So, we could not consider it at this stage. The hon. Member may, however, refer to it at the third reading stage. For the present, let him say whether he is pressing his amendments or withdrawing them.

SRI S. LAZAR : I am withdrawing my amendments, Sir.

The amendments of Sri S. Lazar were, by leave, withdrawn.

The amendments of Sri V. K. Ramaswamy Mudaliyar were put and lost.

MR. SPEAKER : I shall now put the Government amendment to the vote of the House. The question is—

(i) in sub-clause (1), after the expression " sub-section (2)", *add* the expression " or in sub-section (3), as the case may be ";

(ii) in sub-clause (2)—

(*a*) in item (a) for the word " building ", ***substitute*** the words " residential building ";

(b) in item (b) for the words " buildings " and " building", *substitute* the words " residential buildings " and " residential building " respectively;

(iii) after sub-clause (2), *add* the f ollowing sub-vlause, namely :—

" (3) (a) The fair rent for any non-residential building shall be at nine per cent gross return per annum on the total cost of such building.

(b) The total cost referred to in clause (a) shall consists of—

(i) the costs of construction as calculated according to such rates for such classes of non-residential buildings as may be prescribed less the depreciation at such rates as may be prescribed;

(ii) the market value of that portion of the site on which the non-residential building is constructed;

and shall include such allowances as may be made for considerations of locality in which the non-residential building is situated, features of architectural interest, accessibility to market, nearness to the railway station and such other amenities as may be prescribed and of the purpose for which the non-residential building is used :

Provided that such allowances shall not exceed twenty-five per cent of the cost of construction as calculated in the manner specified in sub-clause (i)".

The amendment was put and carried.
Clause 4, as amended was put and carried.

Clause 5.

MR. SPEAKEER : The question is—

" That clause 5 do stand part of the Bill."

Hon. Member Sri V. Sankaran may move his amendment.

(Hon. Member Sri V. Sankaran rose from his seat and before actually moving his amendment was seen telling something to an hon. Member behind his seat.)

MR. SPEAKER : Does the hon. Member want to canvess even before moving his amendment?

SRI V. SANKARAN : Sir, I move—

" In sub-clause (1), affter the word ' where ', *insert* the brackets and letter ' (a- ' and after the second proviso, *add* the following as item (b) :

' (b) *bona fide* repairs have been carried out at the landlord's expenses without the building being vacated'."

SRI R. SWAMINATHA MERKONDAR : I second the amendment, Sir.

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SRI S. LAZAR : Sir, I move—

" At the beginning of sub-clause (1), *add* the words ' subject to a contract to the contrary.'

The amendment was duly seconded.

(Deputy Speaker in the Chair.)

DEPUTY SPEAKER : Now, clause 5 and the amendments are before the House for discussion.

SRI V. SANKARAN : Sir, clause 5 deals with cases where fair rent of a building can be raised under certain cases and certain circumstances. Now, there are cases where additions, alterations or improvements are made at the request of the tenants at the expenses of the landlord. In such cases, the tenants have to make a request for such improvements, alterations, etc. This is one category. My amendment deals with another category so to say. The landlord may carry out repairs in the interests of the building itself and without the tenant or tenants vacating the building. Such cases should be covered. It is for that purpose that I have moved my amendment, for the addition of the words ' *bona fide* repairs have been carried out at he landlord's expense without the building being vacated.' This is one thing. There is another clause, clause 12 which deals with recovery of possession by landlord for repairs or for reconstruction of building in respect of which the Government shall be deemed to be the tenant. Sub-clause (1) (*a*) of clause 12, says—'that the building . . . is *bona fide* required by the landlord for carrying out repairs which cannot be carried out without the building being vacated'. I think in such cases, some allowance has been made for getting additional rent where repairs had been carried out and where the building had been vacated by the tenant. We have to take a third instance. The term ' repairs ' has been defined in clause 2 thus : " ' repairs ' means the restoration of a building to a sound or good state after decay or injury but does not include additions, improvements or alterations except in so far as they are necessary to carry out such restoration." There are repairs which could be effected without the tenants vacating the premises. As I have stated, there may be cases, where repairs may be carried out at the request of the tenant and the tenants also may vacate the buildings. There may be certain repairs which are essential and which the landlord may be willing to carry out at his expense and in such cases the tenants also need not have to vacate the building. In such cases, provision should be made for the landlords getting increased rent.

SRI S. LAZAR : Mr. Deputy Speaker, so far as this clause is concerned, before speaking on the amendment I have moved, I would like to point out that it deals not only with increase in fair rent but also with decrease in fair rent. I have only to read the clause to illustrate and prove my point. These are what the proviso state :—' Provided that the fair rent as increased under this sub-section shall not exceed the fair rent payable under this Act

for a similar building in the same locality with such addition, improvement or alteration and it shall not be chargeable until such addition, improvement or alteration has been completed :

Provided further that any dispute between the landlord and the tenant in regard to any increase claimed under the sub-section shall be decided by the Controller.

(2) Where, after the fair rent of a building has been fixed under this Act, there is a decrease or diminution in the accommodation or amenities provided, the tenant may cliam a reduction in the fair rent as so fixed. . ."

Therefore, I submit that the heading, I mean, the title of the clause should be changed. The present title is, ' Increase in fair rent in what cases admissible'. It should be amended as ' increase or decease in fair rent . . . admissible'. Ihope the Government will move this amendment and the House will accept it.

Now, coming to the amendment moved by me, I will have to state that we will have to provide for giving sanction for any contract that may exist between the landlord and the tenant. As was pointed out during the first reading stage, there are cases and cases where there have been increase of rent, I mean, fair rent by mutual agreement between the landlord and the tenant. In actual practice, I do not see what object will be achieved by providing that there cannot be any such increase at all. Therefore, I have suggested in my amendment the addition of the words, ' subject to a contract to the contrary ' at the beginning of sub-clause (1). In the copy circulated to us, this amendment has not been correctly typed. The correct wording of my amendment should be "At the beginning of sub-clause (1), *add* the words subject to a contract to the contrary '. The sub-clause should begin with the words. ' Subject to a contract to the contrary . .' " I am just trying to impress on the Government that some recognition must be given to any contract between the parties outside this Act. This is not in any way going to hamper the purpose of this enactment because it is already taking place even outside the purview of this Act. Sir, the case for consideration will arise only when there is a dispute between the parties and the case comes up before the Court. Therefore, when there has been an agreement between the landlord and the tenant to have an increase in the fair rent I do not see why we in the form of a legislation, should stand in the way. Because it will very much depend upon the circumstances under which the tenancy comes into existencce or perhaps even the circumstances under which the business or the occupation whatever it may be, helps in the development of that particular individual who is occupying the building for business purposes. Therefore, when the tenant himself feels that there is justification for increase in fair rent and they enter into an actual agreement or contract, to that extent I do not see why we should stand

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in the way. Therefore, I have suggested that there must be recognition given for any contract they may enter into. Therefore, my amendment is 'subject to a contract to the contrary', the other provisions in this Act must come into play.

THE HON. SRI C. SUBRAMANIAM : Sir, as far as repairs are concerned, even under Clause 12 the landlord is not entitled to any increase for the repairs done. Therefore, I do not see how when the repairs are being done without the building being vacated he would become entitled to increased rent. Therefore, I am unable to accept it.

Then, Sir, with reference to Sri Lazar's point that these could be subject to a contract to the contrary, this Act overrides all contracts. Wherever there is a dispute with regard to the rent payable to a building, whatever might be the contract, they are entitled to have the fair rent fixed and that is why it has been stated that when the fair rent of a building has been fixed under this Act, no further increase in such fair rent shall be permissible. The fair rent under this Act will be fixed only when either the tenant or the landlord goes before the Rent Controller for the purpose of fixing the fair rent. Therefore, at that stage the question of contract does not arise. Here the matter has come before the appropriate authority and the provisions of this Act have been applied and the fair rent has been fixed. In such cases whether increase in fair rent should be admitted for any purpose, is the question for consideration. That has been laid down here. Under what circumstances the increase in fair rent would be permitted and in the same manner under what circumstances the decrease in fair rent would be permitted have been laid down here. Therefore, to bring in the question here, 'subject to a contract to the contrary' would not be quite appropriate because it is in respect of the contract the persons have come before the Controller and he has fixed the fair rent under the provisions of this Act.

As far as the accuracy of the title of the Clause is concerned, instead of saying 'Increase or decrease in fair rent in what cases admissible', we may say 'Change in fair rent in what cases admissible'. I am sorry, Sir, I am unable to accept the amendments of Sri V. Sankaran and Sri S. Lazar.

Sir, I move the following amendment to the title of the clause :

"In the title of the clause, *for* the words 'Increase', *substitute* the word 'Change'."

The amendments of Sri V. Sankaran and Sri S. Lazar were, by leave, withdrawn.

DEPUTY SPEAKER : The question is :

"In the title of the clause, *for* the word 'Increase', ***substitute*** the word 'Change.'"

The amendment was **put and carried.**

Clause 5, as amended, was put and carried.

Clause 6.

DEPUTY SPEAKER : The motion is :—

'That Clause 6 do stand part of the Bill'.

SRI V. SANKARAN : Sir, I move :—

In sub-clause (1) after the words "in addition to the", insert the word "monthly".

SRI R. SWAMINATHAN MERKONDAR : I second the amendment, Sir.

SRI V. SANKARAN : Sir, I move :—

In the proviso to sub-clause (1), *for* the words "in so far as", *substitute* the words "to the extent to which".

SRI R. SWAMINATHA MERKONDAR : I second the amendment, Sir.

DEPUTY SPEAKER : The clause and the amendments are before the House for discussion.

SRI V. SANKARAN : This clause deals with increase of rent in cases where the tax for any half-year commencing on the 1st April 1950 or any later date exceeds the amount of tax payable for the half-year ending 30th September 1946 or for the first complete half-year after the date on which the building was first let, whichever is later. The clause as it stands may lead to some confusion. Because there may be two kinds of cases. I shall give an illustration. Suppose the house is fetching a rent of Rs. 20 per month, and the tax has been raised from Rs. 20 to 30. Then, the excess is Rs. 10. Annually he pays an excess tax of Rs. 20. The tenant pays 12 months' rent. The question is, whether the tenant has to pay Rs. 20 which the landlord has been forced to pay on account of the increase in tax along with the annual rent, or for every month the landlord can claim Rs. 10 excess along with the monthly rent that the tenant is liable to pay. Therefore, two things may arise. The Clause has to be made explicitly clear that the landlord shall be entitled to claim such excess from the tenant in addition to the monthly rent payable for the building under this Act. If the word 'monthly' is inroduced, we can avoid confusion.

Then, Sir, I have submitted in my next amendment that in the proviso to sub-clause (1) the words "in so far as" may be deleted and that instead, the words "to the extent to which" may be substituted. That may be a kind of improvement. Because if we have the words "in so far as", it may lead to another interpretation. It may create another meaning that so long as it has resulted from an increase of rent in respect of the building, the

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excess cannot be claimed. That will be a kind of another interpretation. So, if the words " to the extent to which ", are substituted, it will make it more clear and explicit. The intention of the proviso must be made clear. I shall give an illustration. Suppose the rent is increased from Rs. 20 to 30 and the tax is increased from Rs. 20 to 40 due to the increase in rent, the tax has been increased by Rs. 20. Already the landlord is getting Rs. 10 by way of increase in rent and he will be entitled to the additional Rs. 10, i.e., the difference between the increase which he is getting by way of rent and the increase in tax. That is, he will be entitled to get only Rs. 10 from the tenant. To bring out this particular meaning it is better that instead of the words " in so far as ", the words " to the extent to which " are substituted.

THE HON. SRI C. SUBRAMANIAM : Sir, I do not think that any of these amendments are necessary because we are entitled to claim excess from the tenant in relation to the rent payable under this Bill. It may be monthly rent or annual rent, and that would have been fixed long ago. Therefore, we need not say here 'monthly rent'. Suppost it has been fixed on an annual basis, are we going to say that because it has been fixed on an annual basis, the tenant is not liable to pay it? Whether the rent is monthly or annual, the excess will have to be paid by the tenant. 1-00 p.m. re

As regards the amendment suggesting substitution of the words ' to the extent to which ' for the words ' in so far as ', I certainly could not understand the purpose of this amendment moved by the hon. Member, because I feel that the meaning is quite clear. The proviso says—

' Provided that such excess shall not be recoverable in so far as it has resulted from an increase of rent in respect of the building.'

Therefore, I feel that the words ' to the extent to which ' may not be appropriate words.

SRI V. SANKARAN : Sir, I want to clarify one point with regard to amendment to the proviso to sub-clause (1). I shall give an illustration. Suppose there is an increase of Rs. 20 in the monthly rent, then the excess of Rs. 20 can be slaimed every month. Suppose there is an annual rent; can an excess of Rs. 240 be claimed? Is that the intention of the Government?

THE HON. SRI C. SUBRAMANIAM : That is why it is a change in the fair rent. If there is a change for one month it may not be change in the fair rent. If it has got to be changed into annual rent, it has to be added to every monthly instalment. There fore, there is no question of immediately claiming it.

The amendments of the hon. Member, Sri V. Sankaran, were by leave withdrawn.

Clause 6 was put and carried.

Clause 7.

DEPUTY SPEAKER : The motion is :—

'That clause 7 do stand part of the Bill.'

SRI V. K. RAMASWAMY MUDALIYAR : Sir, I move the following amendment :—

'In sub-clause (2), in the proviso, for the words "one month's rent", substitute the words "two months' rent".'.

SRI K. RAMACHANDRAN : Sir, I second the amendment.

DEPUTY SPEAKER : Now the clause and the amendment are before the House for discussion.

SRI V. K. RAMASWAMY MUDALIYAR : Sir, I have already explained with respect to a previous clause that prices of articles have gone up. There are many cases of default on the part of the tenant to pay rent and they have been brought to the notice of the Rent Controller. If the matter is taken up to the Court, the case is protracted for a long time and there is thus delay in the disposal of the case. Therefore, I have suggested an advance rent of two months instead of one month in my amendment. Already in Clause 22, the Government have provided that the cost of repairs and the deduction thereof should not exceed in any one year one-twelfth of the rent. So, my amendment may be accepted.

SRI N. K. PALANISAMI : கனம் உதவி சபாநயாகர் அவர்களே, ஒரு மாத வாடகை இதன்படி வாங்க முடியும். அதற்குமேல் ஏற்கனவே ஒப்புக்கொண்ட வாடகைக்கு மேல் வாங்கக் கூடாது என்று இங்கே சொல்லப் படுகிறது. அதிக மாக வாங்கிஞல் மேற்கொண்டு அட்ஜெஸ் பண்ணப்படும் என்று சொல்லப்படுகிறது. இதற்குமேல் அதிகமாக வாம்கிஞல் "நல் அண்டு வாய்டாகி" விடும் என்று இருக்கிறது. தனியாக இங்கே வேண்டாம். இந்த செக்ஷனே 33-வது செக்ஷஞேடு சேர்க்கவேண்டும் என்பது என் அபிப்பிராயம்.

THE HON. SRI C. SUBRAMANIAM : Sir, after all, if there is going to be a default of one or two months' rent, it does not matter. This aspect of the matter was considered by the Joint Select Committee and they thought that one month's rent would be sufficient under the circumstances. Therefore, I am unable to accept the amendment.

The amendment of the hon. Member, Sri V. K. Ramaswamy Mudaliyar was put and lost.

Clause 7 was put and carried.

Clause 8.

DEPUTY SPEAKER : The motion is—

'That clause 8 do stand part of the Bill.'

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SRI S. LAZAR : Sir, I move the following amendment :—

'In sub-clause (5), add at the end the words " in such manner as may be prescribed ".'

The amendment was duly seconded.

DEPUTY SPEAKER : The clause and the amendment are before the House for discussion.

SRI S. LAZAR : Sir, clause 8 provides for cases where the landlord refuses to give receipts for the payment of rent by the tenant. In sub-clause (5) of the clause it is stated—

'If the landlord refuses to receive the rent remitted by money order under sub-section (4), the tenant may deposit the rent before the Controller and continue to deposit with him any rent which may subsequently become due in respect of the building.'

I suggested a small amendment that the words 'in such manner as may be prescribed' may be added at the end of this clause. Unless rules prescribe as to how this rent has got to be deposited, it may not be possible to work out in actual practice the provisions of this clause. I am also positive that rules are going to be framed for this purpose because it is more a matter of procedure. It may be seen that clause 34 states—

'(1) The Government may by notification, make rules to carry out the purposes of this Act.

(2) Without prejudice to the generality of the foregoing power, such rules may provide for—

(a) all matters expressly required or allowed by this Act to be prescribed; . . .'

Therefore, it may be highly necessary that the words 'in such manner as may be prescribed' should be added at the end of the clause. I hope the Government will accept this small amendment.

THE HON. SRI C. SUBRAMANIAM : Sir, for this, a rule is not necessary. After all, deposit before public authorities or in court is governed by procedures already laid down. So, I do not think that any specific rule is necessary for this purpose, and the words 'in such manner as may be prescribed' should be included.

SRI S. LAZAR : Sir, I want to clarify one point. We are not here dealing with any officer of the Government. We are dealing with a statutory authority under this Bill, viz., Controller and not any officers of the Government. Here the court is the Controller and it is only before him the deposit is made and not before the authorised officer. So unless rules are framed in respect of the depositing of rent, practical difficulties will come.

THE HON. SRI C. SUBRAMANIAM : I am sorry the hon. Member Sri Lazar is wrong.

The amendment of the hon. Member Sri Lazar was, by leave, withdrawn.

Clause 8 was put and carried.

Clause 9.

DEPUTY SPEAKER: The motion is—

" That clause 9 do stand part of the Bill ".

SRI R. SRINIVASA IYER: Sir, I move the following amendments, namely:—

" In sub-clause (3), for the words " such authority and in such manner as may be prescribed and shall report to the controller the circumstances under which such deposit was made by him ", substitute the words " before the controller in such manner as may be prescribed "; and for the words " before the same authority and in the same manner ", substitute the words " before the controller in the same manner ".

" In sub-clause (4) *(a)*, omit the words " to whom a report is made under sub-section (3) " and for the words " by the authority concerned ", substitute the words " by him ".

The amendments were duly seconded.

DEPUTY SPEAKER: The clause and the amendments are before the House for discussion.

SRI R. SRINIVASA IYER: My amendment is simple. It refers to the right of the tenant to deposit rent in certain cases. Where the address of the landlord or his authorised agent is not known to the tenant, the tenant deposits the rent before the Controller. In sub-clause (3) it is stated that where there is a *bona fide* dispute as to the person entitled to receive the rent for any building, the tenant may deposit such rent before " such authority and in such manner as may be prescribed ". I want in that case also the tenant may deposit the rent with the Controller. There are a number of authorities under this Act, viz. Authorised Officer, Controller, Appellate Authority and Government. Any dispute between the landlord and tenant under this Act is being decided by the Controller. What I suggest is even in the case of *bona fide* disputes as to the person who is entitled to receive the rent for any building, the tenant may deposit the rent before the Controller himself instead of before " such authority and in such manner as may be prescribed " as defined under sub-clause 3. The Controller himself can receive the deposit. A Rent Controller will be appointed by Government. In the districts it may be the District Munsif or Sub-Judge or any different authority appointed by Government. To the Rent Controller himself the deposit may be made by the

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tenant when the landlord refuses to receive the rent and when there is a *bona fide* dispute as to who is the person entitled to receive the rent for the building. That is my first amendment.

My second amendment is only a consequential one. Any dispute between the landlord and the tenant under this Act is heard by the Rent Controller. The case would be gone into by the Rent Court. When there is a *bna fide* dispute between landlord and tenant and a dispute arises as to who is the person entitled to receive the rent for a building, what is to happen? It is stated in sub-clause (3) of clause 9 that in such cases the tenant may deposit the rent before "such authority as may be prescribed" and report to the Controller the circumstances under which such deposit was made by him. When according to my first amendment the words "such authority and in such manner as may be prescribed and shall report to the controller the circumstances under which such deposit was made by him" are changed to "before the Controller in such manner as may be prescribed", the second amendment is only a consequential one. It states as follows :—

"In sub-clause (4) (*a*) omit the words "to whom a report is made under sub-section (3)" and *for* the words "by the authority concerned" *substitute* the words "by him"."

It is the Controller to whom the report of deposit is made under sub-clause 3. I say that the deposit itself may be made before the Controller and the deposit may be held by him, if there is a *bona fide* dispute as to who is the person entitled to receive the rent for the building. After all, it is the Civil Court which is going to decide as to who is entitled to receive the rent. When such is the case the Controller may receive the deposit and keep it with him pending the decision of the Civil Court. That is the substance of my amendments. I hope Government would accept them.

THE HON. SRI C. SUBRAMANIAM: What is said in sub-clause 3 is this. Where there is a dispute between landlord and tenant as to who is entitled to receive the rent for any building, when there is a *bona fide* dispute, it may be the case would be gone into by Civil Court and the person entitled to receive the rent may be fixed by that court. Till that decision of the court, we say that the rent should be deposited by the tenant before "such authority and in such manner as may be prescribed". The deposit made under sub-clause (3) to the concerned authority, might be withdrawn only by a person who is declared by the Civil Court to be entitled thereto. That is what we state in sub-clause 5. The hon. Member Sri Srinivasa Iyer has said that the deposit need not be made before another authority other than the Rent Controller, as provided for in sub-clause (3). All cases between landlord and tenant may not come before the Rent Controller alone. There may be some cases, for instance, one coming before a Tribunal, wherein the controller himself may have to appear. In such cases it may not be possible to deposit the rent before the Controller himself. We visualised such contingencies also and that is why we

have said " before such authority and in such manner as may be prescribed " under sub-clause 3. Anyhow we may examine whether the deposit could be made before the Controller himself as pointed out by Sri Srinivasa Iyer. But, because there may be occasions, as I have described above, we made the distinction as provided for in sub-clause 3 in the case of *bona fide* disputes.

SRI R. SRINIVASA IYER : When the deposit is made before the Controller and the matter is before the Court, the deposit made before the Controller and kept pending with him, that property becomes " *custodia legis* ".

THE HON. SRI C. SUBRAMANIAM : Suppose no order is passed. The question whether the deposit should be made before the Controller or the court—all these things will be taken into consideration in framing the rules. So at present I am not able to accept the amendments suggested by hon. Member Sri Srinivasa Iyer.

DEPUTY SPEAKER : Is the hon. Member Srinivasa Iyer withdrawing his amendments.

SRI R. SRINIVASA IYER : Yes, Sir.

The amendments of the hon. Member Sri R. Srinivasa Iyer were, by leave, withdrawn.

Clause 9 was put and carried.

Clause 10.

DEPUTY SPEAKER : The motion is—

" That clause 10 do stand part of the Bill ".

THE HON. SRI C. SUBRAMANIAM : Sir, I move the following amendment, namely,

" (i) in sub-clause (3)—

(a) in item (a), for the portion commencing with the words " if the landlord requires " and ending with the words " or village concerned ", substitute the following, namely :—

" (i) in case it is a residential building, if the landlord requires it for his own occupation or for the occupation of his son and if he is or his son is not occupying a residential building of his own in the city, town or village concerned;

(ii) in case it is a non-residential building which is used for the purpose of keeping a vehicle or adapted for such use, if the landlord requires it for his own use or for the use of his son and if he or his son is not occupying any such building in the city town or village concerned which is his own;

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(iii) in case it is any other non-residential building, if the landlord or his son is not occupying for purpose of a business which he or his son is carrying on, a non-residential buliding in the city, town or village concerned which is his own " ;

(b) for the second proviso to item (a), substitute the following proviso :—

' provided further that where a landlord has obtained possession of a building under this clause, he shall not be entitled to apply again under this clause—

(i) in case he has obtained possession of a residential building, for possession of another residential building of his own;

(ii) in case he has obtained possession of a non-residential building, for possession of another non-residential building of his own.";

(ii) in item (b), after the words " landlord of a building ", insert the words " whether residential or non-residential ".

(iii) in item (c)—

(a) after the words " part of a building ", insert the words whether residential or non-residential; "

(b) at the end, add the words " or for the purpose of a business which he is carrying on, as the case may be.";

(iv) for sub-clause (4), substitute the following sub-clause, namely :—

" (4) No order for eviction shall be passed under sub-section (3)—

(i) against any tenant who is engaged in any employment or class of employment notified by the Government as an essential service for the purposes of this sub-section, unless the landlord is himself engaged in any employment or class of employment which has been so notified, or

(ii) in respect of any building which has been let for use as an educational institution and is actually being used as such, provided that the institution has been recognized by the Government or any authority empowered by them in this behalf so long as such recognition continues.";

(v) in item (b) of sub-clause (5)—

(a) after the words " if the building is required, " insert the words " for any of the purposes or "

(b) for the proviso, substitute the following proviso, namely :—

" Provided that this clause shall not apply to a residential building the monthly rent of which does not exceed twenty-five rupees or to a non-residential building the monthly rent of which does not exceed fifty rupees."

SRI R. SRINIVASA IYER : Sir, I move the following amendments, namely,

" In sub-clause (1), second proviso, omit the words " notwithstanding that the court finds that such denial does not involve forfeiture of the lease or that the claim is unfounded ".

" In sub-clause (2) proviso, for the words " to pay or tender . . . . and on such payment or tender " substitute the words " to deposit with the controller for payment to the lanrlord the rent due by him up to the date of such deposit, and on such deposit ".

" In sub-clause (3) (*e*), omit the first proviso and in the second proviso omit the word " further ".

" In sub-clause (5) (*a*), after the words " within six months of such date ", insert a comma(,).

The amendments were duly seconded.

SRI T. SAMPATH : Sir I am not moving my first amendment, since the same has been covered by Government amendment just moved by the Hon. Minister.

But I am moving the following amendment, namely,—

" After item (*c*) of sub-clause (3) insert the following item, viz. :—

" (cc) A landlord who is the owner of two or more non-residential buildings, and who is occupying only one of them for purposes of his business may, notwithstanding anything contained in clause (*a*), apply, to the Controller for putting the landlord in possession of the remaining building, or anyone of the remaining buildings, if such building, is required bona fide for the expansion of the business carried on by the landlord ".

SRI V. SANKARAN : Sir, I second the amendment.

SRI V. SANKARAN : Sir, I move the following amendments, namely,

" In sub-clause (1), delete the first proviso and in the second proviso, delete the word " further ".

After sub-clause (8), add the following as sub-clause (9), namely,

" (9) On application by a landlord, if the Controller is satisfied that the tenant has before the 23rd October 1945, without the written consent of the landlord, transferred his right under the lease or sub-let the entire building or any portion thereof, where the lease does not confer on him any right to do so, then the Controller shall first decide the portion in actual enjoyment and possession of the tenant and restrict his tenancy to that and declare that the sub-tenants shall be deemed to hold directly under the landlord on the same conditions and terms on which they were holding before."

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The amendments were duly seconded.

SRI S. LAZAR : Sir, I move the following amendments, viz, :

" In sub-clause (3) (*a*) for the words " for the occupation of his son and if he or his son ", substitute the words " for the occupation of any member of his family or any dependant of his and if he or any member of his family or any dependant of his ".

" In sub-clause (3) (*e*) delete the first proviso ".

The amendments were duly seconded.

DEPUTY SPEAKER : The clause and the amendments are now before the House for discussion.

SRI R. SRINIVASA IYER : Sir, I have moved four amendments. My first amendment states as follows :—

" In sub-clause (1) second proviso, omit the words " notwithstanding that the Court finds that such denial does not involve forfeiture of the lease or that the claim is unfounded."

Sub-clause 1 states that a tenant shall not be evicted whether in execution of a decree or otherwise except in accordance with the provisions of this section or sections 14 to 16. The second proviso to sub-clause (1) states as follows :—

" Provided further that where the tenant denies the title of the landlord or claims right of permanent tenancy, the Controller shall decide whether the denial or claim is bona fide and if he records a finding to that effect, the landlord shall be entitled to sue for eviction of the tenant in a Civil Court and the Court may pass a decree for eviction on any of the grounds mentioned in the said sections, notwithstanding that the Court finds that such denial does not involve forfeiture of the lease or that the claim is unfounded."

My submission is that once the tenant has denied the title of the landlord, he loses his relationship with the landlord. There is not then the relationship of ' landlord ' and ' tenant ' between the two. If he denies the title of the landlord, then he is not entitled to protection under clauses 14 to 16 . That is why I suggest that the words beginning from " notwithstanding that the Court . . ." and ending with the word " unfounded " in the second proviso to sub-clause (1) be omitted. Because the claim is not bona fide, it is also unfounded. The Civil Court finds it. Such a tenant is not entitled to any concession.

My second amendment states as follows :—

' In sub-clause (2) proviso, *for* the words " to pay or tender . . . and on such payment or tender " *substitute* the words " to deposit with the controller for payment to the landlord the rent due by him up to the date of such deposit, and on such deposit.'

The proviso under sub-clause (2) (vii) states as follows :—

'Provided that in any case falling under clause (i) if the Controller is satisfied that the tenant's default to pay or tender rent was not wilful, he may, notwithstanding anything contained in section 11, give the tenant a reasonable time, not exceeding 15 days, to pay or tender the rent due by him to the landlord up to the date of such payment or tender and on such payment or tender the application shall be rejected.''

What I say is that on such deposit with the Controller for payment to the landlord, to decide the rent due by him up to the date of such deposit takes some time, say several months, between the filing of application and passing of order. So he could not take advantage of the extension of time.

My third amendment reads as follows :—

'' In sub-clause 3 (*e*), omit the first proviso and in the second proviso omit the word ' further '.''

Further, the second proviso of sub-clause 3 (*e*) reads as follows :—

' Provided further that the Controller may give the tenant a reasonable time for putting the landlord in possession of the building and may extend such time so as not to exceed three months in the aggregate.'

The first proviso says :

' in the case of an application under clause (*c*) the Controller shall reject the application if he is satisfied that the hardship which may be caused to the tenant by granting it will outweigh the advantage to the landlord.'

In view of the second proviso and the circumstances stated in it, I think the first proviso is not at all necessary. Therefore, I request that the first proviso may be omitted and in the second proviso the word ' further ' may be omitted.

My fourth amendment reads as follows :—

' In sub-clause (5) (*a*), after the words '' within six months of such date '', insert a comma (,).'

This is only a grammatical correction.

SRI T. SAMPATH : I only wish to speak for the extension of some concessions to the owners of non-residential buildings. Sub-clause 3 (*c*) reads as follows :—

'' A landlord who is occupying only a part of building . . may, notwithstanding anything contained in clause (*a*), apply to the Controller for an order directing any tenant occupying the whole or any portion of the remaining part of the building to put the landlord in possession thereof, if he requires additional accomodation for residential purposes ''.

Supposing the owner of a non residential building lets his building or a portion thereof, should not the same concession be extended to him? If he requires for the extension of his business a portion or the entire building, the same concession stated above should be extended in his case also.

If the landlord has got two or more residential buildings and is occupying only one of them for purposes of his business, he may, notwithstanding anything contained in clause (*a*), apply to the Controller for putting the landlord in possession of the remaining building or anyone of the remaining buildings, if required bona fide for the expansion of the business carried on by the landlord.

He has got to prove his necessity. Therefore, there may not be any abuse if this provision is extended to the non-residential building owners also. I trust the Government will accept the amendment.

SRI V. SANKARAN : Sir, the first proviso under clause 10 reads as follows :—

"Provided that nothing contained in the said sections shall apply to a tenant whose landlord is the Government."

My amendment reads as follows :—

'In sub-clause (1), delete the first proviso and in the second proviso, delete the word 'further'.

My submission is that the Government need not be treated apart from other individuals. No kind of discrimination need be made in favour of the Government.

With regard to clauses 10 and 14, clause 10 (4) confers some benefit on the landlords. I do not know the object of the Government in putting this proviso. Because the very purpose is really to see that some benefit is conferred on the tenants under clause 10. Clause 14 dealing with recovery of possession by landlord for repairs or for reconstruction confers some advantages. This kind of proviso should not find a place here and it may be inserted in some other place. This is all I wish to state on my first amendment.

With regard to my second amendment, my object is already stated. With regard to another section I have stated that sub-leasing should be deprecated and prevented. Under the City Tenants' Proection Act also sub-letting and sub-leasing have been totally prohibited. In such case, that particular tenant will be only allowed that amount of space which is actually required for him. With regard to the vacant site, my submission is that relief may be given to the landlords and the intermediaries may be abolished.

Under clause 10 we have made some provision for the eviction of tenants. But the sub-leased premises after 23rd October, 1945, involuntarily gives a kind of benefit. The portion sub-leased even

before 23rd October, 1945 vested some right in the tenants. At least in this case, a provision similar to that in the City Tenants' Protection Act may be introduced.

In my amendment I have stated as follows :—

After sub-clause (8), add the following as sub-clause (9), viz.,

"(9) On application by a landlord, if the Controller is satisfied that the tenant has before the 23rd October 1945, without the written consent of the landlord, transferred his right under the lease or sub-let the entire building or any portion thereof, where the lease does not confer on him any right to do so, then the Controller shall first decide the portion in actual enjoyment and possession of the tenant and restrict his tenancy to that and declare that the sub-tenants shall be deemed to hold directly under the landlord on the same conditions and terms on which they were holding before."

Therefore we will be actually depriving the advantage derived by sub-leasing. It is a great hardship to the landlord. The tenants take lease and by means of sub-leasing the premises he is indirectly getting a lot of benefit at the expense of the landlord. My present amendment will do away with it and will confer some benefit on the landlord. This is the purpose of my amendment. I trust this will be accepted.

DEPUTY SPEAKER : Discussion on the Madras Buildings (Lease and Rent Control) Bill, 1959, will continue to-morrow.

1.30 p.m. The House will now adjourn and meet again at 8-30 a.m. to-morrow.

The House then adjourned.

VIII.—PAPERS LAID ON THE TABLE OF THE HOUSE

A. Statutory Rules and Orders.

105. *Amendment to the Madras Small-Scale and Cottage Industries Loans and Subsidy Rules*, 1956, *issued in G.O. Ms. No.* 3201, *Industries, Labour and Co-operation (Industries), dated* 29*th June* 1960. [*Laid on the table of the House under Section* 19 (16) *of the Madras State Aid to Industries Act*, 1922 (*Madras Act V of* 1923).]

B. Reports, Notifications and other papers.

* 44. *Speech of the Hon. Sri V. Ramaiah, Minister for Electricity, initiating the discussions on the Annual Financial Statement of the Madras State Electricity Board for the year* 1960–61. (*Tamil and English.*)

45. *University of Madras—Report of the General Inspection Commission for* 1955–58.

* Placed on 13th August 1960.